

CITY OF TIGARD, OREGON  
RESOLUTION NO. 04- 59

A RESOLUTION ACCEPTING THE BULL MOUNTAIN ANNEXATION PLAN AS APPLICABLE GUIDELINES TO ANNEXATION OF UNINCORPORATED AREAS WITHIN BULL MOUNTAIN TO THE CITY OF TIGARD

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WHEREAS, City staff has drafted a Bull Mountain Annexation Plan authorizing a possible approach to annexation of the Bull Mountain area to the City of Tigard; and

WHEREAS, the annexation called for in the Bull Mountain Annexation Plan would add 1,376 acres, including approximately 7,600 residents living in 2,600 homes, from an area of unincorporated Washington County known as Bull Mountain to the Tigard city limits; and

WHEREAS, Bull Mountain is located within the Metro Urban Growth Boundary; and

WHEREAS, urban services to the Bull Mountain area will be provided according to the Tigard Urban Services Agreement; and

WHEREAS, the Annexation Plan states that the City of Tigard can serve the Bull Mountain area without a significant reduction in city service to Tigard residents; and

WHEREAS, on December 16, 2003, the Council adopted a resolution that directed staff to schedule a public hearing and to form subcommittees of Washington County representatives, and Bull Mountain and Tigard residents; and

WHEREAS, in accordance with the December 16, 2003, resolution, the City Council held a public hearing on the Bull Mountain Annexation Plan on July 27, 2004; and

WHEREAS, the City Council received additional written comment until August 3, 2004; and

WHEREAS, the City Council has reviewed the testimony, submittals, and staff report on this matter; and

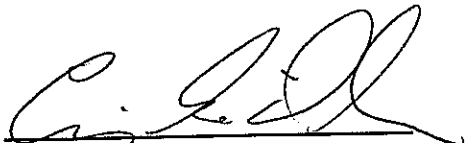
WHEREAS, the City Council concludes that the Annexation Plan provides the best approach to annexation of the area and that annexation of the area is needed to comply with Goal 14;

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The Bull Mountain Annexation Plan, a copy of which is attached hereto as Exhibit A and incorporated by this reference, is accepted by the City of Tigard and shall be used by the City in providing guidelines for annexation of the Bull Mountain area.

SECTION 2: This resolution is final and effective upon passage.

PASSED: This 10<sup>th</sup> day of August, 2004.

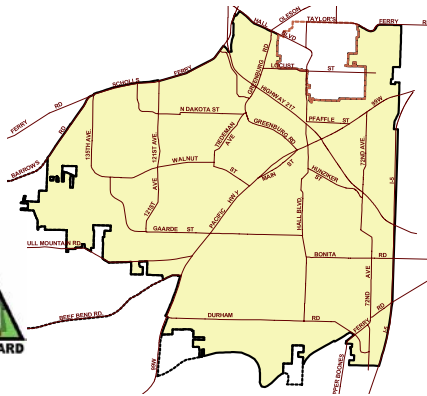
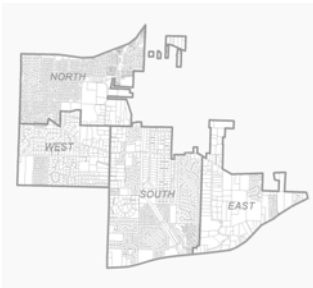
  
Mayor - City of Tigard

ATTEST:

  
City Recorder - City of Tigard

Jane McGarvin, Deputy City Recorder

# THE BULL MOUNTAIN ANNEXATION PLAN



***A STEP TOWARD COMPLETING  
OUR COMMUNITY—***

*CITY OF TIGARD*  
*JULY 12, 2004*

**T H E B U L L M O U N T A I N**  
**A N N E X A T I O N P L A N**

**JULY 2004**

**PRODUCED BY:**

**THE CITY OF TIGARD**

**IN COLLABORATION WITH WASHINGTON COUNTY**

CITY OF TIGARD  
13125 SW HALL BLVD.  
TIGARD, OR 97223  
503/639-4171

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## TECHNICAL DOCUMENT B (AVAILABLE SEPARATELY)

- Draft *Facilities and Public Services Assessment Report for the Bull Mountain Area*, 2003.
- *The Bull Mountain Annexation Study*, 2001.

## **EXECUTIVE SUMMARY**

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### **ANNEXATION PROPOSAL**

The Bull Mountain Annexation Plan is a City of Tigard proposal to annex 1,376 acres of Washington County known as Bull Mountain through the annexation plan process. With voter approval, the entire Plan Area will be annexed effective July 1, 2005.

The plan area is generally bounded on the north by Barrows Road, on the east by Tigard City limits, on the south by Beef Bend Road, and on the west partially by 150th Avenue and near Roy Rogers Road. Map 1 on p. 4 of The Bull Mountain Annexation Plan denotes the specific boundaries. The proposal does not include the UGB sites 63 and 64, but their adjacency to the Plan Area was factored into the analysis.

Upon annexation, the City of Tigard will be the service provider to the annexed territory for the following services: building and development services, water, street light maintenance, road quality maintenance, parks and open space, street maintenance, police, long-range planning, sanitary and storm sewer.

Tualatin Valley Fire and Rescue will continue as the fire protection and emergency service provider, TriMet will continue as the mass transit provider, and school district boundaries will remain the same.

### **ANNEXATION PLAN FOUNDATIONS**

Twenty years ago, Washington County and the City of Tigard laid the groundwork for bringing Bull Mountain into Tigard's city limits (annexation). Although cattle and farms shared the mountain at that time, the County and City recognized that the area's inclusion within the Urban Growth Boundary would eventually lead to urban development. State land-use planning goals require the UGB to contain a 20-year supply of land, and, when conditions warrant, lands within the boundary must be available for urban uses. Washington County and Bull Mountain residents developed the 1983 Bull Mountain Community Plan, which assigned urban densities to the area but did not provide for all urban services.

Statewide planning Goal 14 directs local governments to have a plan in place to allow for an orderly and efficient transition from rural to urban uses. In 1983, the County and City signed the Urban Planning Area Agreement (UPAA). The UPAA established Bull Mountain as part of the City's planning area and paved the way for the County and City to jointly serve the area. At the same time, the City's long-term vision for land-use and development in Tigard (the Comprehensive Plan) encouraged the annexation of all unincorporated areas. The City acknowledged that it should provide urban services to its own citizens - once areas require urban services, residents should receive all the benefits of citizenship, including representation.

Today, Bull Mountain has grown beyond its rural roots, and become an urbanized area with streets, sidewalks, and urban service needs. Farms have been largely replaced by subdivisions built at the same densities as adjacent Tigard neighborhoods. Urban areas need urban service providers – and cities, not counties, are best equipped to provide urban services. Over time, the needs of an urban area will outpace a non-urban provider's service capabilities.

The Tigard City Council established a goal in 2001 to develop an annexation policy/strategy for unincorporated areas. From 2001-2004, the City has thoroughly examined annexation and urban service issues for Bull Mountain. *The Bull Mountain Annexation Plan* builds upon these efforts and proposes an annexation strategy. It addresses the how, when, where and who of annexation. State law created the annexation plan process as a growth management tool for jurisdictions: the plan must address criteria related to urban service provision to the Plan Area, and is a pre-requisite for an annexation vote by the annexing city and Plan Area.

### **PLAN SIGNIFICANCE**

There are approximately 7,600 residents living in 2,600 homes on the mountain's approximately 1,376 unincorporated acres. Estimated development of the remaining land would raise the overall population to approximately 10,000. This additional growth will require additional facilities and services. Without annexation, the City has limited ability to plan for, provide for, and manage growth outside its City limits to ensure that efficient and effective public facilities and services are available when needed. The current operative plan, *The Bull Mountain Community Plan*, was adopted by Washington County more than 20 years ago. The County has stated that it does not plan to undertake a comprehensive update of its comprehensive plan, including *The Bull Mountain Community Plan*. The County will continue to make periodic changes. With annexation, the City of Tigard would be able to plan for, and manage, growth on Bull Mountain with an updated comprehensive plan for the entire community.

Using existing service agreements among agencies, cost-benefit analyses, and the 2003 *Public Facilities and Services Assessment Report for the Bull Mountain Area* recommendations, the plan addresses all criteria set forth by state law ORS195: the provision (how and when) of urban services, annexation's impact on existing providers, the timing and sequence of annexation, and the plan's long-term benefits. The plan also addresses Tigard Comprehensive Plan policies, which require a review to determine that services can be provided to the annexed area and their provision will not significantly reduce service levels to the City of Tigard.

It must be noted that individual annexations will occur in the Plan Area with or without an annexation plan. Currently, annexations occur at the owner's request, resulting in a piecemeal approach to incorporation. In contrast, *The Bull Mountain Annexation Plan* provides a comprehensive approach for annexation. Long-term planning offers long-term benefits, including certainty of future incorporation, enhanced efficiency, and quantified costs and benefits – which provide certainty to Tigard residents that annexation will not impact their service levels. Financially, it captures more capital improvement dollars for parks and roads, and more funds to enhance capital facilities – such as the library and parks – currently used by both Bull Mountain and Tigard residents but paid for by Tigard residents.

Bull Mountain residents would receive park services, local representation, and urban services by an urban provider who can meet the needs of a growing community. Lastly, annexation would unify the community, as both the city and Bull Mountain residents can plan together for their future, a future joined together 20 years ago. *The Bull Mountain Annexation Plan* presents a clear and efficient approach to annex unincorporated Bull Mountain and a step toward completing our community.

## I. INTRODUCTION

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Twenty years ago, Washington County and the City of Tigard laid the groundwork for Bull Mountain's annexation to Tigard. Although cattle and farms shared the mountain at that time, the County and City recognized that the area's inclusion within the Urban Growth Boundary would eventually lead to urban development. State land-use planning goals require the UGB to contain a 20-year supply of land, and, when conditions warrant, lands within the boundary must be available for urban uses. Washington County and Bull Mountain residents developed the 1983 Bull Mountain Community Plan, which assigned urban densities to the area but not urban services.

State planning Goal 14 directs local governments to have a plan in place to allow for an orderly and efficient transition from rural to urban uses. In 1983, the County and City signed the Urban Planning Area Agreement (UPAA), which established Bull Mountain as part of the City's planning area and paved the way for the County and City to jointly serve the area. At the same time, the City's long-term vision for land-use and development in Tigard (the Comprehensive Plan) encouraged the annexation of all unincorporated areas. The City acknowledged that it should provide urban services to its own citizens - once areas require urban services, residents should receive all the benefits of citizenship, including representation.

Today, Bull Mountain has grown beyond its rural roots, and become an urbanized area with streets, sidewalks, and urban service needs. Over time and additional agreements, Tigard has absorbed more services toward an eventual annexation, blurring the line between County and City. However, major services remain under the County's purview, as does jurisdiction. Without annexation, the City has limited ability to manage growth outside its city limits to ensure that efficient and effective public facilities and services are provided.

Since 2001, when the Tigard City Council established a goal to develop an annexation policy/strategy for unincorporated areas, the City has thoroughly examined urban service issues for Bull Mountain: *The Bull Mountain Annexation Study* (2001), which examined the costs and benefits of annexation; a public opinion survey of Tigard and Bull Mountain residents on annexation (2002); *The Public Facilities and Services Assessment Report for the Bull Mountain Area* (2003), which evaluated the factors affecting long-term service provision to Bull Mountain, including annexation.

The 2003 Assessment Report demonstrated that annexation would serve citizens the most efficiently and effectively over the long term, providing urban levels of services to an area that has grown from a rural community to an urban neighborhood. In addition, annexation would allow the City and Bull Mountain residents to plan for Bull Mountain's future. The current operative plan, *The Bull Mountain Community Plan*, was adopted by Washington County more than 20 years ago. The County has stated that it does not plan to undertake a comprehensive update of its comprehensive plan, including *The Bull Mountain Community Plan*. The County will continue to make periodic changes. Also, unincorporated areas cannot collect parks system development charges (SDCs) from new developments or plan for parks, and the County has jurisdiction over the area's long-range planning. Annexation would allow the City and residents to plan for growth on Bull Mountain with an updated comprehensive plan for the entire community. As citizens of Tigard, Bull Mountain residents would have a say on local issues that affect their community's future.

*The Bull Mountain Annexation Plan* represents a significant step toward the realization of an united Tigard and Bull Mountain community. The plan lays out a blueprint for annexation as required by state law ORS195.205 and ORS195.220, which established the annexation plan process. It addresses the how, when, where and who of annexation, but in essence, the plan is a proposal for extending urban services and transferring households to Tigard in an organized and efficient manner. It is based upon existing service agreements among agencies and cost-benefit analyses, and addresses the following, per state law ORS195.220:

- a) Local standards of urban service availability required as a precondition of annexation;
- b) The planned schedule for providing urban services to the annexed territory;
- c) The timing and sequence of annexation;
- d) The effects on existing urban services providers;
- e) The long-term benefits of the annexation plan.

The plan examines each criterion separately. Each section offers a brief explanation of the criterion and follows with text based on the City's previous research and recent analysis produced by the City and County for this plan. Appendix A contains a glossary of planning terms used in this document. Technical Document B (available separately) contains copies of previous Bull Mountain reports, including *The Public Facilities and Services Assessment Report for the Bull Mountain Area*, 2003.

## **A) THE ANNEXATION PLAN AREA: BOUNDARIES**

The Annexation Plan applies to the unincorporated area of Bull Mountain ("Plan Area"). It is bounded on the north by Barrows Road, on the east by Tigard city limits, to the south by Beef Bend Road, and on the west by the new Urban Growth Expansion (UGB) Areas (Roy Rogers Road and 150<sup>th</sup> Ave.-- See Map 1 on page 4). The Plan does not include the new UGB areas because they are not part of the existing County-City service agreements for Bull Mountain, and the Tigard City Council indicated that the Plan Area should be addressed first. However, their adjacency to the Plan Area was factored into the analysis (see page 13).

The land in the Plan Area is sloped—steeply in some areas—allowing for views at higher elevations. There is no commercial or industrial zoned land. Most of the property is zoned R-7, as designated in the Washington County *Bull Mountain Community Plan*, a medium-density residential zone with minimum lot sizes of 5,000 square feet. The area consists of a combination of 1) a mix of larger undeveloped lots, 2) larger lots developed through the County under different standards, and 3) smaller lots that are built to the minimum density allowed under the current zoning regulations.

## Subareas and Population Estimates

The Plan Area comprises 1,376 acres,<sup>1</sup> with approximately 7,600 residents living in 2,600 homes. Numbers are 2003 estimates based on Census 2000 figures and average growth rates. This is consistent with *The Public Facilities and Services Assessment Report for the Bull Mountain Area* methods, with the exception of deducting four annexations that took place from late 2001 to 2003.<sup>2</sup>

Due to the area's size, it has been divided into four subareas: North, West, South and East. These subareas were developed based on development patterns, topography, and man-made boundaries, such as major roads. The South area has the most homes and population, with North close behind. East has the least number of homes and people (Table 1).

**Table 1.** 2003 Estimates

	Homes	Population
North	991	2930
West	346	982
South	1174	3259
East	167	452
Total	2678	7623
Based on census 2000/average growth rate		

## Future Projections

Future projections were estimated by calculating the maximum number of new homes the area could potentially absorb at current zoning (R-7, or 5,000 sq. ft. lots), and taking half of this projection to allow for moderate development.<sup>3</sup> Based on these estimates, East has the largest share of future growth, due to large, undeveloped lots (Table 2). The remaining subareas have more developed subdivisions and few vacant lots, and have limited growth remaining.

*The Public Facilities and Services Assessment Report* (2003) used these numbers to approximate service needs, costs, and associated revenues.<sup>4</sup> The condition and number of roads, current condition of facilities, current and future population/homes, and year of development affected each subarea's needs. The Annexation Plan analysis is based upon the 2003 report conclusions and additional refinements to the report data.

**Table 2.** Moderate Growth  
(Estimated capacity)

	Additional Homes	Total Homes	Population	Total Population
North	+139	1130	+401	3331
West	+150	496	+457	1439
South	+143	1317	+465	3724
East	+483	650	+904	1356
Total	+915	3593	+2227	9850
Based on formula from 2001 Study; revised for annexations that occurred since 2001.				

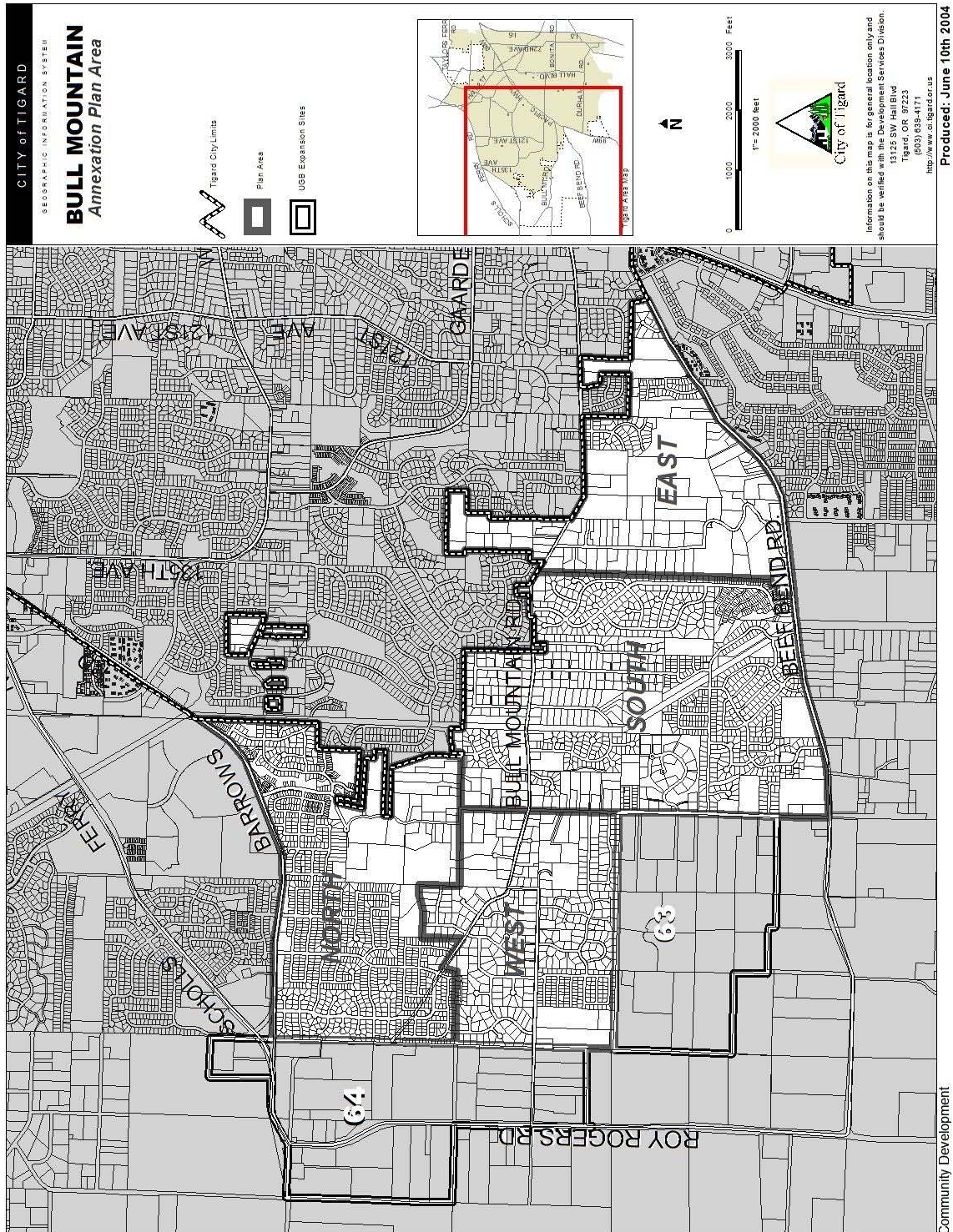
<sup>1</sup> Differs from the 2001 study due to five annexations: Pacific Crest, Fern Street, Thornwood, Daffodil Hill, and Bohan-Cooper.

<sup>2</sup> The numbers here (7,622 and 2,678) reflect **2003** projected population and deduct for four annexations, differing from *The Bull Mountain Study* and *Public Facility and Services Assessment Report* numbers.

<sup>3</sup>Based on vacant or underdeveloped lots. A moderate scenario was assumed due to the uncertainty of the land market and existing development pattern – not every owner will fully develop each vacant or underdeveloped parcel.

<sup>4</sup> The 2003 *Report* did not deduct for annexations; the change did not significantly affect this analysis.

**Map 1.**



## II. ANNEXATION PLAN CRITERIA

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In 1993 the State Legislature established the annexation plan method to make annexation an effective growth management tool for jurisdictions. Annexation plans require fiscal and territorial coordination between service providers, encourage the creation of long-term master plans, address the economic viability of special districts, and clarify the costs and benefits of annexation.<sup>5</sup>

Specifically, state law ORS195.220 requires annexation plans to include the following:

- a) Local standards of urban service availability required as a precondition of annexation;
- b) The planned schedule for providing urban services to the annexed territory;
- c) The timing and sequence of annexation;
- d) The effects on existing urban services providers;
- e) The long-term benefits of the annexation plan.

### **What is an Urban Service?**

The plan uses the collective term “urban services” to refer to all services described below and listed in Table 4 on p. 9. The scope of analysis includes those urban services defined by state law, local annexation criteria, and city/county agreements.

### **State Law Definition**

State law ORS195 defines “urban services” as sanitary sewers, water, fire protection, parks, open space, recreation, streets, roads and mass transit.

### **City of Tigard Annexation Criteria**

The City’s Community Development Code criteria for annexations are consistent with ORS195.220. The Code (Title 18) states that the decision to annex property to the City shall be based on 1) all services and facilities being available to the area, and with sufficient capacity to provide service; and 2) satisfying all Comprehensive Plan policies.

Based on the City’s Comprehensive Plan requirements, *The Bull Mountain Annexation Plan* considers police, and sanitary and storm sewer services as urban services and addresses their provision.

Tigard’s Comprehensive Plan Policy 10 (Urbanization) requires the following:

- a) The City shall review each of the following services as to adequate capacity, or such services to be made available, to serve the parcel if developed to the most intense use allowed\* (most intense use allowed by the conditions of approval, the zone or the Comprehensive Plan), and will not significantly reduce the level of services available to developed and undeveloped land within the City of Tigard. The services are: 1. Water, 2. Sewer, 3. Drainage, 4. Streets, 5. Police, and 6. Fire Protection.
- b) The City shall provide urban services to areas within the Tigard Urban Planning Area or within the Urban Growth Boundary upon annexation.
- c) Approval of proposed annexations of land by the City shall be based on findings with respect to the following:

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<sup>5</sup> From Department of Land Conservation and Development; <http://www.lcd.state.or.us/tgm/pub/3annex.htm>.

- i. The annexation eliminates an existing “pocket” or “island” of unincorporated territory.
- ii. The annexation will not create an irregular boundary that makes it difficult for the police in an emergency situation to determine whether the parcel is within or outside the City
- iii. The Police Department has commented upon the annexation.
- iv. The land is located within the Tigard Urban Planning Area and is contiguous to the city boundary
- v. The annexation can be accommodated by the services listed above.

**Additional Urban Services (City/County Agreements)**

The Plan also addresses building and development services, long-range planning, and street light maintenance, which are addressed in existing City/County Agreements (TUSA, USIGA, UPAA). See Appendix A for agreement definitions.

## A. LOCAL STANDARDS OF URBAN SERVICE AVAILABILITY

***An annexation plan adopted under ORS 195.205 shall include***  
**Local standards of urban services required prior to annexation and the availability of each service.**

### Level of Urban Services

The annexation plan process emphasizes coordination between service agencies to identify and address any service deficiencies early in the process, assuring that services can be provided to local standards after annexation. Prior to the plan, state law requires urban service agreements between all service providers in the affected territory. By taking this step first, agencies resolve future service provision issues and lay groundwork for the plan.

In February 2003, Washington County, the City of Tigard, other agencies and service districts finalized the Tigard Urban Service Agreement (TUSA) for the Bull Mountain area (Appendix D). In sum, all urban services are available for the Plan Area except recreation.<sup>6</sup> The agreement determines long-term service providers and assigns Tigard as the ultimate service provider for the Plan Area, except for services provided by special districts and agencies. Table 3 summarizes changes in local service standards between current and future providers.

### Urban Service Requirements Prior to Annexation

Table 4 on p. 8 provides an overview of how annexation affects services. It lists current services, providers before and after annexation, and identifies local service standards. Table 4 demonstrates that City of Tigard standards are higher for parks and open space, street maintenance, police, and long-range planning.

Of those services, parks will require action by the County prior to annexation (see below). Road quality maintenance also will require action per the Tigard Urban Service Agreement (TUSA). County action will allow the City to provide its standard of service following annexation. All other services will require only staffing and equipment to meet local service standards as summarized in Table 4 on page 9. The specifics are addressed in section IIB beginning on page 10.

### ***Road Quality Maintenance***

- County improves roads so that all individual roads have a pavement condition index (PCI) of 40 or greater and the average PCI of streets and roads in the area is 75 or higher.

**Table 3. Summary of Annexation Impact on Service**

Service	Change
Long Range Planning	●
Police	●
Street Maintenance	●
Parks and Open Space	●
Road Quality Maintenance	●
Storm Sewer	●
Street Light Maintenance	●
Sanitary Sewer	●
Water	○
Schools	○
Recreation	○
Building & Development Services	○
Mass Transit	○
Fire Protection & Emergency Services	○
○ - No change	
● - Service same, provider changes	
● - Service, provider change	

<sup>6</sup> Neither Washington County nor Tigard provide this service at this time. However, Tigard has a Park and Recreation Advisory Board that can examine the issue in the future.

### ***Parks and Open Space***

- County collects parks system development charges (SDCs) for new development prior to annexation. Upon annexation, those funds will transfer to Tigard and be used toward new facilities.

Summary: Criteria 1 (Local Standards of Urban Service Availability)

- ☑ *All services except recreation are available to the Plan Area.*
- ☑ *Providers for each urban service are established, per urban service agreements.*
- ☑ *Local standards of urban service are identified.*
- ☑ *Where applicable, identifies steps needed by the County to meet local standards prior to annexation.*

**Table 4. Bull Mountain: Service Standard Changes Following Annexation**

<b>No Change: Service and Provider Remain the Same</b>		
<b>Service/Current Provider</b>	<b>Provider after Annexation</b>	<b>Do Local (Tigard) Standards differ from Current Standards?</b>
<b>Fire Protection &amp; Emergency Services</b> (Tualatin Valley Fire & Rescue)	<b>Tualatin Valley Fire &amp; Rescue</b>	No.
<b>Mass Transit</b> (TriMet)	<b>TriMet</b>	No.
<b>Building and Development Services</b> (City of Tigard)	<b>City of Tigard</b>	No. Tigard now provides these services for Plan Area through an agreement with Washington County. The agreement will cease but Tigard continues same services.
<b>Recreation</b> (No provider)	<b>No provider.</b> Tigard does not provide recreation services.	No. Not currently provided. However, Tigard has a Park and Recreation Advisory Board that can examine the issue in the future.
<b>Schools</b>	<b><u>Annexation does not change school district boundaries.</u></b>	
<b>Water</b> (City of Tigard through a contract with Tigard Water District)	<b>City of Tigard.</b>	No.
<b>Service Remains the Same, Provider Changes</b>		
<b>Sanitary Sewer</b> (Clean Water Services; City of Tigard Jan. 1, 2005)	<b>City of Tigard.</b> The City will provide maintenance as of Jan. 1, 2005, per an agreement with Clean Water Services. It is not affected by annexation.	No.
<b>Street Light Maintenance</b> (Washington County)	<b>City of Tigard</b>	No.
<b>Storm Sewer</b> (Clean Water Services; City of Tigard Jan. 1, 2005)	<b>City of Tigard.</b> The City will provide maintenance as of Jan. 1, 2005, per an agreement with Clean Water Services. It is not affected by annexation.	No.
<b>Road Quality Maintenance*</b> (Washington County) (*Actions to maintain pavement quality)	<b>City of Tigard.</b>	No. However, the Tigard Urban Service Agreement (TUSA) requires the County to improve individual roads to pavement condition index (PCI) of at least 40, with all roads averaging at least 75, prior to transferring roads and service.
<b>Service Changes, Provider Changes</b>		
<b>Parks and Open Space</b> (No provider) Washington County does not provide these services to unincorporated areas.	<b>City of Tigard.</b>	Yes; 8 acres/1,000 people.
<b>Street Maintenance –</b> (Washington County through the Urban Road Maintenance District)	<b>City of Tigard.</b>	Yes. Mowing roadside grass and brush (strip and ditch line). Dust abatement on graveled roads. Vegetation removal for vision clearance. Crack sealing and road shoulders on 4-year cycle.
<b>Police</b> (Washington County Enhanced Sheriff Patrol District)	<b>City of Tigard</b>	Yes. Additional .5 officers/1000 people (city standard is 1.5 officers/1000). Response times for Priority 1 and 2 calls under four minutes.
<b>Community Development – Long Range Planning</b> (Washington County).	<b>City of Tigard.</b> This includes comprehensive planning, such as master plans. The 1983 Bull Mountain Community Plan is the operative plan Washington County has in place for the Plan Area.	Yes. Staff serves smaller area than County; focuses on local projects. Annexation will allow the City to plan for growth on Bull Mountain with an updated comprehensive plan for the entire community.

## B. SCHEDULE FOR PROVIDING URBAN SERVICES

*An annexation plan adopted under ORS 195.205 shall include*  
The planned schedule for providing urban services to the annexed territory.

As shown in section IIA, the Plan Area receives most urban services today, four of which will be provided at higher standards after annexation. All services would be available upon annexation, due to the continuation of existing services per the Tigard Urban Service Agreement (TUSA).

To ensure smooth transitions, this section identifies when providers would transfer services. The following analysis reviews staff and equipment needs and evaluates where gradual provider transitions will best serve the Plan Area, are dictated by the TUSA, or are required to maintain existing service levels to current City of Tigard residents. *The Bull Mountain Annexation Plan* defines the annexation effective date (“upon annexation”) as the day properties become part of Tigard’s tax rolls. For analysis purposes, this section assumes a date of July 1, the first day of the new fiscal year following an approval by voters.

### **Equipment and Staff Needs**

For *The Public Facilities and Services Assessment Report*, City of Tigard staff from all affected departments projected start-up costs, needs, and ability to serve the entire Bull Mountain area or individual areas upon annexation. Each department based its analysis on current population and housing unit estimates, future service needs at build-out, and service standards.

All departments – except for Public Works (Streets Division)– concluded that they could absorb any or all subareas using current resources, and without significantly reducing services to existing residents.

The Public Works and Police departments concluded the following:

- **Public Works.** Annexation of the Plan Area would increase the road mile inventory by 23%. The Streets Division could not absorb the entire Plan Area’s roads and streets upon annexation without hiring two employees and purchasing three trucks immediately.
- **Police.**
  - **Response Times.** Police could absorb all or any subareas with existing resources and maintain its standard of responding to Priority 1 and 2 calls (crimes in progress) in under four minutes. There would be a temporary reduction in response time to Priority Three calls (lowest priority, no one in danger; i.e., car prowler) within a few minutes. Internal adjustments would occur to fully staff patrols until additional officers could be hired and fully trained.
  - **Staff.** The entire Plan Area requires 11 police officers, 1 supervisor, and 1 support staff. New officer hiring procedures established in 2003 now reduce the training time needed to six months, as recruiting time has been significantly shortened by maintaining an applicant pool.

A detailed plan and schedule for hiring staff and purchasing or transferring equipment from Washington County will be developed, as required by the TUSA.

### **Agreement Provisions**

The TUSA includes separate agreements for each service. For those services transferring to Tigard, the agreements state “upon annexation.” There are two exceptions: roads and sanitary/storm sewer.

The TUSA states that within 30 days of annexation, the City will initiate jurisdiction transfer of roads, completing the transfer within one year from the annexation effective date. This applies to all roads and streets with a county road number (Appendix F). Those roads and streets without a county road number automatically transfer upon annexation. The sewer agreement defers to a separate operating agreement between the City and Clean Water Services. The operating agreement transfers sanitary and storm sewer maintenance to the City on Jan. 1, 2005. The agreement covers an area including Tigard, Bull Mountain, King City, Durham, and Metzger, and includes provisions for equipment and funding. Annexation does not affect the transfer or provision of sanitary and storm sewer services.

### **Proposed Schedule for Tigard Assuming Urban Services**

A thorough consideration of TUSA requirements, Bull Mountain’s service needs, and the effects on existing services to Tigard residents suggests the following schedule:

**Table 4. Proposed Schedule for Tigard to Provide Urban Services**

<b>Immediately Upon Annexation</b>	
Building and Development Services (already provided)	
Parks and Open Space — Bull Mountain receives resident privileges for City parks	
Police	
Sanitary and Storm Sewer (provided by Tigard effective January 1, 2005)	
Street Light Maintenance	
Streets and Roads (without a County Road Number) (see Appendix F)	
Water	
<b>Within 1<sup>st</sup> year</b>	
<ul style="list-style-type: none"> <li> <b>Parks and Open Space</b> —Initiate Capital Project planning for Cache Creek Nature Park. Explore additional park opportunities adjacent to Cache, including Tigard Water District reservoir property and Clute property. Develop playground either on Cache Creek or adjacent property. Maintenance begins once lands are bought and developed. </li> <li> <b>Road Quality Maintenance and Street Maintenance:</b> Roads without county numbers automatically transfer with annexation. Within 30 days of annexation, the City will initiate the process to transfer jurisdiction of roads with county numbers. This transfer should take no more than one year from annexation effective date. </li> <li> <b>Long-Range Planning</b> — Annexation will allow the City to plan for growth on Bull Mountain with an updated comprehensive plan for the entire community. </li> </ul>	

Summary: Criteria 2 (Schedule for Providing Urban Services)

- ☑ City of Tigard can serve the Bull Mountain area without a significant reduction in service to Tigard residents.
- ☑ City of Tigard will assume all services upon annexation, except Road Quality and Street Maintenance for county number roads.
- ☑ City of Tigard will initiate transfer of county-number roads and streets within 30 days of annexation, serving within 1 year.
- ☑ Following annexation and within the first year, Tigard will initiate capital project planning for Parks and Open Space and long-range planning.
- ☑ Police can serve the entire area without significantly reducing response times. Priority 1 and 2 calls would be maintained at under 4 minutes; only a reduction in Priority 3 calls (lowest priority; no one in danger) will occur until additional staff is hired and trained.

## C. TIMING AND SEQUENCE OF ANNEXATION

***An annexation plan adopted under ORS 195.205 shall include Timing and Sequence of Annexation.***

Annexation plans offer the option of phased, or incremental, annexations. In some instances, it may be more efficient to annex an entire area at one time. In other cases, a phased annexation allows the necessary time for service providers to hire enough staff and buy equipment.

*The Public Facilities and Services Assessment Report* examined nine sequencing options to identify the combinations which allowed the City to annex and efficiently serve the unincorporated Bull Mountain area: subareas alone, in contiguous pairs (i.e., West and North); and All Areas at once. It also studied how timing (i.e., the year of annexation) affected service costs and the availability of capital improvement funds in the Plan Area.

### **Sequencing**

#### *Factors*

Four evaluation factors were chosen based on Tigard Comprehensive Plan policies, which require annexations 1) to not significantly reduce service levels to the City of Tigard and 2) the affected property to receive efficient service provision at capacity (no service islands or irregular boundaries). Each factor was weighted, based on the extent to which it implements those policies:

- 1) *Financial Impact*. Will this area be a financial drain on the city? Do service needs outpace tax dollars, and are there large capital improvements needed in the short term? (45 points)
- 2) *Efficiency of service provision*. Is it easy to access this area, or will staff have to cross unincorporated areas to do so? Does it create islands of unincorporated areas? Is there an economy of scale? (30 points)
- 3) *Adjacency to the new Urban Growth Boundary properties*, located to the south and west of the Plan Area. Metro approved these areas in December 2002. A future city link to these areas would enable long-term planning. (20 points)
- 4) *Additional Considerations*. An additional category was also included to capture additional considerations, such as publicly owned land with park potential, that didn't fit into the three main categories (5 points).

#### *Ranking*

The evaluation matrix ranked the nine options (the full evaluation matrix is located in Appendix E), concluding the following:

- The more areas annexed, the higher the ranking due to an increase in efficiency. Annexing All Areas at once ranked most highly, due to economy of scale and its ability to support areas that ranked less highly.
- The contiguous pairs were ranked the next highest, followed by all individual subareas, with the exception of West. In every combination except All Areas, West ranked low since it does not connect to City boundaries.

### *Consider Available Resources*

The plan must also consider comments by individual service providers regarding their ability to serve the area upon annexation, per the Comprehensive Plan. As detailed in section IIB, all service providers except for Public Works (Streets Division) and Police could absorb any or all subareas with current resources.

- **Public Works (Streets Division)** requires additional resources to serve the entire area upon annexation. Six months prior to assuming services, the department would require two additional staff and three trucks. Annexing without these resources would reduce services, including street light clearance pruning, crack sealing, and postponement of speed humps, unless the county-number roads transfer was delayed, as the TUSA allows.
- **Police** can serve Bull Mountain and the City of Tigard with current staff, resulting only in a temporary reduction in Priority Three (lowest priority) call response times. The Priority 1 and 2 response time would be maintained at under 4 minutes. The response time to Priority Three calls would vary within minutes, and citizens would not see a difference. Internal adjustments would occur to fully staff patrols until additional officers could be hired and fully trained. The department will need to hire 11 additional officers, 1 supervisor, and 1 support staff.

The *Public Facilities and Service Assessment Report* concluded that delaying the effective date of annexation by up to a year would allow hiring and training of police staff and purchase of new equipment. However, since the report was completed, Police stated that an All Areas annexation would provide an advantageous economy of scale, as a larger department can provide more services and reduced response times. In addition, the recruiting and training process has been reduced to six months.

*Conclusion: To maintain citywide level of service, either acquire staff and equipment prior to annexation or for streets, delay transfer of county-number roads.*

### **Timing**

The assessment report examined how timing (i.e., the year of annexation) affects the availability of capital improvement funds and general revenues in the Plan Area.

#### *Capital Improvement Funds*

Funding for capital improvements, such as major road improvements, parks, and sanitary and storm sewer, are partially funded by system development charges (SDCs) paid by new development. SDCs act as growth management tools by helping pay for system improvements, such as roads and parks, needed as population and households increase.

In the Plan Area, SDCs are collected for storm and sanitary sewer, roads (the traffic impact fee or TIF), and water. However, Washington County does not collect parks SDCs in the Plan Area or provide parks services. Because SDCs are one-time charges applied to new developments, each new home built without SDCs represents lost revenue.

The City of Tigard collects parks SDCs within its city limits, which are used for developing new parks. Once the County adopts a parks SDC for the Plan Area, and following annexation, SDCs would be collected and directed into City projects. The County will adopt

a parks SDC after the Tigard City Council adopts the annexation plan and acts to place it on the November 2004 ballot. Without a parks SDC, delaying annexation impacts the City's ability to address Bull Mountain's parks capital needs. Each incremental delay lessens contributions – or eliminates them entirely in some subareas (new developments have been built). Based on recent development trends, the assessment report recommended that annexation of All Areas should occur by 2005 to maximize potential financial contributions. *Conclusion: Annex All Areas by 2005 or have Washington County institute Parks SDCs in the interim and allow more time for annexation.*

### **Timing and Sequencing**

With voter approval, the entire Plan Area will be annexed effective July 1, 2005. In the assessment report, this option ranked the most highly due to economies of scale. Except for maintenance of County-numbered roads, Tigard will assume responsibility for urban services other than fire protection and mass transit. If voters approve the plan, the City will hire additional personnel and obtain additional equipment needed to maintain service standards for Public Works (Streets). Tigard will assume responsibility for County-numbered roads by agreement with the County, with the transfer of jurisdiction over those roads to occur within one year of annexation. Police can serve the area without a significant reduction in service, due to internal adjustments until additional police officers can be hired. The City will initiate the 6-month hiring/training process prior to annexation. The City will maintain existing levels of service within the City and will maintain or improve levels of service within the area to be annexed.

#### **Summary: Criteria 3 (Timing and Sequence)**

- ☒ *The more areas annexed, the higher the ranking due to an increase in efficiency.*
- ☒ *To maintain citywide service levels requires acquisition of staff and equipment prior to annexation for Public Works –Streets. Police can serve the area without a significant reduction in service, due to internal adjustments until additional police officers can be hired. The City will initiate the 6-month hiring/training process prior to annexation.*
- ☒ *The TUSA requires the City to initiate the transfer of county numbered roads within 30 days of annexation, with full transfer within one year.*
- ☒ *To fund future capital improvements, annexation should occur by 2005 or have Washington County institute a parks SDC in the interim and allow more time for annexation.*
- ☒ *Therefore, annex all areas of Bull Mountain in July 2005, but ramp up staffing prior to annexation based on service needs.*

## D. EFFECTS ON EXISTING URBAN SERVICES PROVIDERS

***An annexation plan adopted under ORS 195.205 shall include  
The effects on current urban services providers.***

Previous sections evaluated the City of Tigard's ability to provide urban services to the Bull Mountain area. However, the service providers that cease serving the area would also be affected. This section examines the impact of withdrawing the Plan Area from current service districts, both on service quality and finances. Table 3 on page 7 provides a summary of service provider changes. The following information was developed in coordination with Washington County and the Tigard Water District, and is based upon estimated 2003 population and housing units (Table 1 on p. 2).

### **Washington County**

#### **Service Districts**

Washington County reviewed how annexing the Plan Area would impact County services and the services of its special districts based on 2003 data. It determined that there will be no significant impact on these services.

#### *Enhanced Sheriff's Patrol District (ESPD)*

The ESPD is funded with a two-tiered financing plan that includes a permanent rate of \$0.6365 per \$1,000 and a local option dollar levy of \$6,150,000 per year for five years. The local option levy is authorized through 2008. As a result of this financial structure, only property tax revenue derived from the permanent rate will be affected by the proposed annexation.

Annexation of the Plan Area would remove an estimated 3,192 properties from the ESPD area, or 5.3% of the ESPD assessed value. As a result, the district would lose an estimated \$397,000 from the permanent rate if the entire Plan Area were to annex in one piece.

The ESPD supports a total of 94 certified officers. At the ESPD average service level of .51 officers per 1,000 population, the theoretical reduction in staff due to the annexation would be an estimated 3.9 FTE, or 4.1% of ESPD certified officers. However, it is anticipated that growth elsewhere in the district will mitigate the need for actual staff reductions. Therefore the impact on the ESPD from the annexation is considered minimal, due to the expected future growth in the remaining district over the next five years.

#### *Urban Road Maintenance District (URMD)*

The property tax revenue loss to the URMD is estimated to be \$153,000. This represents 5.5% of revenue of the URMD. The district provides the majority of its services through contracts rather than with paid staff. Due to the relatively small proportion of the URMD service area impacted by the proposed annexation and its reliance on contract-based work, the impact on the URMD is considered minimal.

#### *Street District for Lighting (SDL)*

Washington County operates a street lighting district throughout the County. As areas develop, special assessment areas are established to collect and pay for street light installation, maintenance, and power. The assessments are determined specifically for each area based on actual costs and assessed annually on property tax bills.

The proposed annexation area includes 49 street lighting district assessment areas encompassing 2,430 tax lots. The total assessment to be levied in these areas for FY 2003-04 is \$83,530.

Upon annexation, the street lighting assessments will no longer be levied. The impact of this lost revenue on the SDL is considered insignificant: the costs to provide maintenance and operation in the Plan Area will be absorbed by Tigard and no longer paid by the district. Because the street lighting assessments are included on property tax bills, coordination of the transition from the County Street District for Lighting to the City of Tigard will be important.

#### *Washington County*

Washington County would lose its Bull Mountain share of County gas tax at an estimated \$3.71 per capita or \$27,179 due to the proposed annexation. The County would also lose an estimated \$43,475 per year in cable television franchise fees. Total County operating revenues from all sources for FY 2003-04 are \$297,000,000. The loss of the County gas tax share and cable franchise fee share will not have a significant impact on Washington County.

The County also has established a number of Road Maintenance Local Improvement Districts (LIDs) throughout the County. The County establishes these LIDs and determines the assessments, but it has not imposed the assessments. The purpose of each district is to ensure that road maintenance activities will be adequately funded as new development occurs. They are a backup funding mechanism to the Urban Road Maintenance District. No assessments have been levied; therefore, the districts have no fiscal impact.

#### **Tigard Water District**

The Tigard Water District (TWD) consists of approximately 3,500 accounts within the Urban Growth Boundary (UGB). It is generally bounded by Barrows Road on the north, Tigard city limits on the east, Beef Bend Road on the west and King City on the south. TWD, the City of Tigard, King City, and Durham compose the Intergovernmental Water Board. TWD serves properties that are inside the Urban Growth Boundary but unincorporated.

#### *Financial Impacts*

The district collects its only revenues from 1% of total water sales within its boundaries. All water sales are billed and managed by the City of Tigard, and the 1% is remitted on an annual basis.

Current accounts generate approximately \$18,000 in revenue for TWD. Annexing the Plan Area would withdraw 83% of current accounts and just less than half (48.6%) of the current

annual revenue. Approximately 524 accounts would remain in the district, producing approximately \$9,450 in revenue (Appendix B contains all figures).

#### *Institutional Impacts*

As Tigard and King City annex land, they withdraw those lands from TWD. If the Plan Area is annexed, approximately 83% of the current accounts would be withdrawn. The remaining district territory is within the UGB and would be annexed in the future. At that time, the district will cease to exist.

The TWD Board has discussed this scenario and has been briefed by the Tigard City Attorney on the process of dissolving the district, should the need develop. However, annexing the Plan Area would not necessarily cause the district to dissolve since approximately 524 accounts would remain. Those accounts could be annexed into either King City or Tigard in the future. The Tigard Water District Board may choose to dissolve the district following procedures clearly laid out in state law; that decision rests with the TWD Board.

#### **Other Districts**

The Plan Area currently is served by Tualatin Valley Fire and Rescue (TVF&R), TriMet, and Clean Water Services. The proposed annexation will have no impacts on TVF&R or TriMet, which also provide service to the City of Tigard.

The City of Tigard and Clean Water Services have entered into an agreement to transfer operation and maintenance of a portion of the Clean Water Services territory, including the Plan Area, to the City of Tigard effective January 1, 2005. The City is already scheduled to provide these services regardless of annexation. Therefore, the annexation of this territory to the City of Tigard is anticipated to have no impact on Clean Water Services.

#### Summary: Criteria 4 (Effects on Existing Service Providers)

- ☒ *Washington County's services or the services of its special districts would not be significantly impacted by the annexation.*
- ☒ *The Tigard Water District would lose 83% of current accounts and 48.6% of current annual revenue. However, this does not cause the district to dissolve, as it can continue to serve its remaining customers.*
- ☒ *Other service providers would not be significantly impacted.*

## E. LONG-TERM BENEFITS OF THE PLAN

*An annexation plan adopted under ORS 195.205 shall include*  
**The long-term benefits of the annexation plan.**

Individual annexations will occur in the Plan Area with or without an annexation plan. Currently, annexations occur at the owner's request, resulting in a piecemeal approach to incorporation. In contrast, *The Bull Mountain Annexation Plan* provides a comprehensive strategy for annexation, and long-term planning offers long-term benefits:

- **Completing the community.** Annexation would allow the City to plan for growth on Bull Mountain with an updated comprehensive plan for the entire community. The plan presents a significant step toward completing our community as it was envisioned 20 years ago.
- **Smooth transition.** All needed services have been identified, along with interim measures to get these services on-line prior to annexation. Citizens can depend on a smooth transition.
- **Efficiency.** Ensures that annexations occur in an orderly manner. It eliminates piecemeal annexations, which can create inefficiencies for service providers due to irregular boundaries. By coordinating services, agencies assure that services are not duplicated and are provided by the most appropriate provider, leading to cost-savings and more efficient services.
- **Certainty in Service Provision.** The plan establishes a date for annexation and service area adjustments, which allows the City, County and affected special districts to plan for changes and capital improvements. The plan provides certainty for homeowners and developments on annexation's timeline, which can be factored into future decisions in the Plan Area.
- **Urban services by an urban provider.** Bull Mountain has grown beyond its rural roots, and become an urbanized area with streets, sidewalks, and services that require city-level maintenance. Urban areas need urban service providers, as envisioned in the Tigard and Washington County comprehensive plans. Cities, not counties, are best equipped to provide urban services, and past agreements have assigned this role to Tigard in Bull Mountain. Bull Mountain would receive its services from a provider just down the street who can respond quickly to service needs. Maintaining facilities at higher levels protects the original investment and prevents more costly improvements in the long run, maximizing available funds.
- **Known costs and benefits.** The plan clarified the costs and benefits of annexation to Bull Mountain residents, citizens of Tigard, the City and the County, and to all related agencies. By anticipating future needs, the analysis concluded that services can be provided to both Bull Mountain and current residents without a significant

reduction in services. It assures current Tigard residents they can continue to rely on the same standard of service they receive today. Annexation will not raise taxes for current Tigard residents.

- **Equity.** Annexation would allow all users to equitably share service costs. Bull Mountain residents enjoy Tigard parks and its library, but Tigard resident taxes pay for parks maintenance and almost half of the library capital costs (the other half comes from the County library system, for which all County residents pay). With annexation, everyone would pay for the same service, and facilities will benefit from increased maintenance dollars.
- **Parks services.** Tigard provides parks services only to the incorporated area. Upon annexation, Bull Mountain will receive resident privileges. Once the area is annexed, Tigard can collect funds for acquisition, planning and development of parks, including Cache Creek in the North subarea.
- **Unify the community.** As citizens of Tigard, Bull Mountain residents would have a say on local issues that affect their community's future. Although Tigard has included Bull Mountain residents in its planning efforts (The Parks Master Plan, Tigard Beyond Tomorrow), Bull Mountain residents cannot vote on Tigard issues or its leaders, or run for City Council. Considering this plan together would help both parties work together for their future.

Most of all, an annexation plan takes the guesswork out of future annexations. It is a blueprint for the Plan Area that clearly quantifies the future: *when* will annexation happen, *how* will it occur, *what* services can residents expect, and *how* much will it cost, and *why* it's going to happen. Both the Plan Area and the City can plan for the future, as they move closer to completing their community.

Summary: Criteria 5 (Long-Term Benefits)

- ☑ *The plan provides a comprehensive approach to annexation. The plan's benefits include certainty, efficiency, smooth transition, more capital improvement dollars, urban services by an urban provider, quantifying the costs and benefits, equity, parks, and unifying the community.*
- ☑ *It allows the city and residents to plan for Bull Mountain's future.*

### III. ADDITIONAL ANNEXATION PLAN REQUIREMENTS

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*The Bull Mountain Annexation Plan* proposes an orderly transition of services. It addresses the criteria contained in ORS 195.220:

1. Local standards of urban service availability required as a precondition of annexation;
2. The planned schedule for providing urban services to the annexed territory;
3. The timing and sequence of annexation;
4. The effects on existing urban services providers;
5. The long-term benefits of the annexation plan.

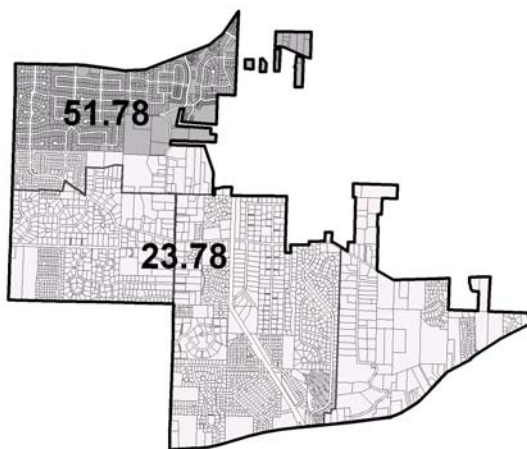
The plan process includes two other considerations:

**1. Urban Services Agreement** with all urban services providers in the Plan Area. All providers in the Plan Area signed the Tigard Urban Service Agreement, and it took effect in February 2003. A copy is included as Appendix D.

**2. Fiscal impact agreement** between the county and annexing city if the annexation causes reductions in the county property tax revenues (compression). The Washington County Finance Department conducted the following analysis:

ORS 195.205(2)(b) states that “The territory contained in the annexation plan is subject to an agreement between the city and county addressing fiscal impacts, if the annexation is by a city and will cause reductions in the county property tax revenues by operation of section 11b, Article XI of the Oregon Constitution.”

Section 11b, Article XI of the Oregon Constitution (commonly known as Measure 5) limits total non-school property tax rates to no more than \$10 per \$1,000 of assessed valuation. If the tax rates of all non-school taxing jurisdictions exceed \$10 per \$1,000, the rates of each district are proportionately reduced to bring the total under the \$10 limit. This process is called compression.



The proposed Bull Mountain annexation area makes up the majority of tax code area 23.78 and 51.78. The government tax rate in both code areas for FY 2003-04 was \$6.0101 per \$1,000. With tax rate adjustments in both codes due to the proposed annexation, the estimated resulting rate will be \$7.1126 per \$1,000. This rate is well below the \$10 Measure 5 cap and therefore compression is not likely to occur in the near future. The Plan Area will continue to pay County taxes after annexation, as all Tigard areas do.

As a result, no agreement between the City and the County is required under this section because annexation of the Plan Area is not expected to cause reductions in County property tax revenues due to compression.

### Summary: All Requirements for Annexation Plans

#### 1. Plan Criteria

- ☒ Local standards of urban service availability required as a precondition of annexation;
- ☒ The planned schedule for providing urban services to the annexed territory;
- ☒ The timing and sequence of annexation;
- ☒ The effects on existing urban services providers;
- ☒ The long-term benefits of the annexation plan.

#### 2. Pre-Requisite

- ☒ Urban Service Agreements in place. (TUSA; effective February 2003)

#### 3. Fiscal Impact Agreement Between City and County if Compression Occurs

- ☒ County property taxes will not be reduced due to compression. No fiscal agreement is required.

- ☒ All requirements have been addressed.

## IV. CONCLUSION

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*The Bull Mountain Annexation Plan* presents a systematic and efficient approach to annex unincorporated Bull Mountain and a move toward completing the Tigard community. The plan provides a proposal for Tigard to annex all areas of Bull Mountain in 2005.

Using existing service agreements among agencies and cost-benefit analyses, the plan is grounded solidly on state law ORS195.220 and addresses all the ORS195.220 criteria: the provision (how and when) of urban services, annexation's impact on existing providers, the timing and sequence of annexation, and the plan's long-term benefits.

The plan complies with state and Metro criteria. It also complies with the applicable City of Tigard Community Development Code and Comprehensive Plan policies. The annexation plan provides a blueprint for annexation, and for constructing an united Tigard and Bull Mountain community.

## APPENDIX A

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### GLOSSARY

**Annexation:** The act of permanently bringing unincorporated land areas into a City by transferring properties from the County tax roll to the City tax roll. Householders become residents of the annexing city, and receive City resident services.

**Annexation Effective Date:** Following a yes vote and verification of results, annexation would become effective day one of the following fiscal year (July 1, 2005).

**Availability:** The service is provided to the area and the infrastructure is present. It does not mean that each household receives the actual service; for example, in the case of sewer, hook-ups are available in the area, but some households maintain septic tanks until they decide to connect.

**Comprehensive Plan:** The document that envisions how lands will be used and developed in a community and sets policy accordingly. It coordinates all functional and natural systems (i.e., facilities and natural resources). Each Oregon jurisdiction is required by state land-use planning laws to have an adopted comprehensive plan. The plan includes a generalized land use map. The land-use zoning code implements the comprehensive plan. Tigard's is available on its website, [www.ci.tigard.or.us](http://www.ci.tigard.or.us)

**Long-Range Planning:** Arm of Community Development that is tasked with meeting State Planning Goals. Staff develops long-term land use and transportation strategies, and plans for future growth.

**Plan Area:** The area proposed to be annexed, as shown on **Map 1, page 4**.

**Unincorporated:** Lands that are not located inside any city limits. These areas are governed by Washington County.

**Urban Growth Boundary (UGB):** Boundary that divides metropolitan areas from the surrounding rural areas. Areas within the UGB can be developed at urban standards; areas outside the UGB cannot.

**Urban Planning Area:** The City of Tigard's ultimate boundary, determined through the Urban Planning Area Agreement with Washington County.

**Urban Service:** Services that typically are provided to incorporated areas. ORS195 defines urban services as sanitary sewers, water, fire protection, parks, open space, recreation, streets, roads and mass transit. *The Bull Mountain Annexation Plan* also considers the following services as urban: police, storm sewer, building and development services, and street light maintenance.

**Urbanization:** To provide for an orderly and efficient transition from rural to urban land use, consistent with State Planning Goal 14 (Urbanization). Land within the boundaries separating urbanizable land from rural land (UGB) is considered available over time for urban uses.

**ACRONYMS:**

**ORS:** Oregon Revised Statutes; state law.

**SDCs:** System Development Charges. Fees paid by new development to fund future capital improvements. SDCs act as growth management tools by helping pay for system improvements needed as population and households increase.

**TUSA:** Tigard Urban Services Agreement. Signed by the City, Washington County, and all current and future service providers for the unincorporated areas within Tigard's planning area. Determines future service providers and process for transferring services between providers upon annexation. The TUSA took effect in February 2003, and is a pre-requisite for an annexation plan.

**UGB:** Urban Growth Boundary. Divides metropolitan areas from the surrounding rural areas. Areas within the UGB can be developed at urban standards; areas outside the UGB cannot.

**UPAA:** Urban Planning Area Agreement. An agreement between Washington County and City of Tigard which established Bull Mountain as part of the City's Urban Planning Area. It was originally signed in 1983 and updated most recently in fall 2003.

**USIGA:** Urban Services Intergovernmental Agreement. An agreement between Washington County and the City of Tigard in which the City of Tigard agreed to provide certain urban services to unincorporated areas (including Bull Mountain). It was signed in 2002.

### Bull Mountain Annexation Plan Fiscal Analysis Update November 2003

The City of Tigard has conducted two previous studies of the impacts of annexing the Bull Mountain area. *The Bull Mountain Annexation Study* was completed in November 2001. *The Public Facilities and Services Assessment Report for the Bull Mountain Area* (draft) was completed in July 2003. Both studies looked at a variety of factors, including the costs of direct service to the Bull Mountain area and revenues that would be generated to pay for those services. These analyses did not attempt to calculate central administrative costs on the assumption that the existing central administrative support structure could absorb the additional workload that would come with annexation of additional territory.

The earlier studies looked at the costs and revenues associated with annexation at points in time (current, maximum build-out, and medium build-out in the *Annexation Study*; and 2005, 2010, and 2015 in *Draft Public Facilities and Services Assessment Report*.) For the purposes of this *Annexation Plan*, it is necessary to look at the total cost of service at the point of full development (which may not be the same as developing to the maximum capacity.) For the purposes of this analysis, we have assumed that the area will reach maximum development by 2015. Accordingly, this *Plan* looks at the cost of providing the level of services needed in 2015 and the operating revenues generated at that level of development.

In addition to operating costs and revenues, it is also necessary to analyze one-time capital needs and revenues. The analysis in this Plan looked at the level of one-time capital revenues generated from the point of annexation (assumed to be 2004) to the level of development anticipated in 2015.

The fiscal impacts of the earlier studies were calculated in 2001 and 2002 dollars. For purposes of this *Annexation Plan*, those fiscal analyses were updated to reflect 2003 dollars. No assumptions for future inflation were built into either the revenue or cost estimates.

Cost and revenue projections for the study area rest on three primary footings: population, number of housing units, and current assessed values.

First, staff reviewed and updated housing unit and population figures for all four sub areas. There have been a number of annexations to the City of Tigard within the study areas since 2002. Each annexation changed the boundaries of the study area and reduced the number of housing units and population remaining to be annexed. In addition, staff reviewed boundaries between sub areas to make sure that they followed subdivision and tax lot lines. Based on this review, staff

changed the boundary between the North and West sub areas. Finally, staff updated housing unit and population figures to reflect recent development.

Washington County staff used the updated maps of the Bull Mountain study area and sub areas to determine current assessed values.

The net effect of the changes discussed above were minor adjustments to the number of housing units and population. Given the small size of these adjustments, staff determined that earlier work to determine the basic costs of ongoing services to, and one-time capital needs of the study areas were still valid. Two corrections were identified, however. The November 2001 study identified two costs which were inadvertently omitted for the July 2003 study: the costs of recruiting 13 new police officers required to serve the Bull Mountain area and the cost of expanding the Police Department building to house the additional officers. Both costs have been added back into the Annexation Plan. Finally, all operating costs were increased by the Consumer Price Index of 1.68% to update the 2002 projections to 2003 dollars. All one-time capital costs were updated by the Construction Cost Index of 2.1% to reflect 2003 dollars.

Staff also reviewed and updated all revenue projections. Since the earlier two studies, some fees and charges have been increased. In addition, other revenues are estimated on a per capita or per housing unit basis. Many of those revenues have fluctuated, which required updating of per capita and per housing unit rates. These revised rates were then applied to the updated housing unit and population figures.

Finally, since the publication of the two earlier reports, a citizen Transportation Funding Task Force has recommended the adoption of a street maintenance fee to help pay for major maintenance of the street system. Statewide, most jurisdictions are dealing with insufficient gas tax and other street-related revenues which are impacting their ability to maintain their street systems. Many jurisdictions, including Tigard, are looking for additional funding sources such as the street maintenance fee.

This recommendation has been presented to the City Council, which has directed staff to prepare an ordinance to implement the fee and to bring that ordinance back to the Council for their consideration. (Note: Council has since approved Ordinance 3-10 on Nov. 18, 2003 to establish and impose the fee; passed Resolution 4-12 on Feb. 24, 2004, which established the rates; and implementation began April 1, 2004. Appendix C, the Tax Rate Table, includes the residential Street Maintenance Fee rate in its calculations.)

In updating the earlier financial analyses, staff has calculated the annual revenues from a street maintenance fee structured as recommended by the Transportation Funding Task Force, and calculated how much revenue that fee would produce from the Bull Mountain Annexation area in 2004. The following

## Appendix B

table shows how much revenue would be generated in 2004 from the Bull Mountain area if this fee is adopted by the Tigard City Council and Bull Mountain is annexed. These revenues would help to offset costs shown on the following tables charged to the Gas Tax Fund.

Table 1  
Potential 2004 Bull Mountain Street Maintenance Fee Revenues

North	West	South	East	Total
\$26,743	\$9,319	\$31,680	\$4,514	\$72,257

The following tables present the updated cost and revenue projections for the Bull Mountain area.

Table 2a  
Projected Revenues and Costs by Fund for the Bull Mountain Area, North Unit  
Operating Costs

Fund	Revenue	Operating Cost	Balance
General	\$1,001,368	\$533,298	\$468,070
Gas Tax	\$121,782	\$147,302	(\$25,520)
Sanitary Sewer	\$72,195	\$47,977	\$24,218
Storm Sewer	\$41,112	\$45,138	(\$4,026)
Water	\$535,188	\$349,271	\$185,917

Table 2b  
Projected Revenues and Costs by Fund for the Bull Mountain Area, North Unit  
One-Time Capital Costs

Fund	Fund Balance/ Capital Revenue	One-Time Capital Cost	Balance
General	\$468,070	\$0	\$468,070
Gas Tax	(\$25,520)	\$297,111	(\$322,631)
Sanitary Sewer	\$309,113	\$295,069	\$14,044
Storm Sewer	\$54,474	\$0	\$54,474
Water	\$185,917	\$0	\$185,917
Traffic Impact Fee	\$318,240	\$3,461,190	(\$3,142,950)
Parks CIP	\$204,399	\$453,120	(\$248,721)
Water SDC	\$361,296	\$367,560	(\$6,264)

Table 3a  
Projected Revenues and Costs by Fund for the Bull Mountain Area, West Unit  
Operating Costs

Fund	Revenue	Operating Cost	Balance
General	\$809,097	\$302,215	\$506,881

## Appendix B

Gas Tax	\$45,094	\$293,020	(\$247,927)
Sanitary Sewer	\$28,385	\$20,386	\$7,999
Storm Sewer	\$16,164	\$17,737	(\$1,573)
Water	\$210,420	\$147,639	\$62,781

Table 3b

Projected Revenues and Costs by Fund for the Bull Mountain Area, West Unit  
One-Time Capital Costs

Fund	Fund Balance/ Capital Revenue	One-Time Capital Cost	Balance
General	\$506,881	\$0	\$506,881
Gas Tax	(\$247,927)	\$315,489	(\$563,416)
Sanitary Sewer	\$356,204	\$384,917	(\$28,713)
Storm Sewer	\$69,927	\$0	\$69,927
Water	\$62,781	\$0	\$62,781
Traffic Impact Fee	\$388,960	\$530,920	(\$141,960)
Parks CIP	\$249,821	\$1,914,375	(\$1,664,554)
Water SDC	\$291,863	\$0	\$291,863

Table 4a

Projected Revenues and Costs by Fund for the Bull Mountain Area, South Unit  
Operating Costs

Fund	Revenue	Operating Cost	Balance
General	\$1,261,667	\$625,477	\$636,190
Gas Tax	\$134,774	\$233,934	(\$99,160)
Sanitary Sewer	\$84,585	\$52,733	\$31,852
Storm Sewer	\$48,468	\$49,862	(\$1,694)
Water	\$627,042	\$388,113	\$238,929

Table 4b

Projected Revenues and Costs by Fund for the Bull Mountain Area, South Unit  
One-Time Capital Costs

Fund	Fund Balance/ Capital Revenue	One-Time Capital Cost	Balance
General	\$636,190	\$272,811	\$363,379
Gas Tax	(\$99,160)	\$2,552,500	(\$2,651,660)
Sanitary Sewer	\$316,747	\$95,974	\$220,773
Storm Sewer	\$56,806	\$0	\$56,806
Water	\$238,929	\$0	\$238,929
Traffic Impact Fee	\$318,240	\$1,255,830	(\$937,590)
Parks CIP	\$204,399	\$1,914,375	(\$1,709,976)
Water SDC	\$361,296	\$366,641	(\$5,345)

## Appendix B

Table 5a  
Projected Revenues and Costs by Fund for the Bull Mountain Area, East Unit  
Operating Costs

Fund	Revenue	Operating Cost	Balance
General	\$1,649,439	\$262,738	\$1,386,701
Gas Tax	\$20,737	\$50,231	(\$29,494)
Sanitary Sewer	\$13,718	\$13,811	(\$93)
Storm Sewer	\$7,812	\$11,208	(\$3,396)
Water	\$101,695	\$147,944	(\$46,249)

Table 5b  
Projected Revenues and Costs by Fund for the Bull Mountain Area, East Unit  
One-Time Capital Costs

Fund	Fund Balance/ Capital Revenue	One-Time Capital Cost	Balance
General	\$1,386,701	\$0	\$1,386,701
Gas Tax	(\$29,494)	\$581,970	(\$611,464)
Sanitary Sewer	\$1,166,272	\$499,269	\$667,003
Storm Sewer	\$236,104	\$0	\$236,104
Water	(\$46,249)	\$1,337,510	(\$1,383,759)
Traffic Impact Fee	\$1,302,880	\$2,695,440	(\$1,392,560)
Parks CIP	\$836,813	\$5,743,125	(\$4,906,312)
Water SDC	\$1,479,152	\$9,025,640	(\$7,546,488)

Table 6a  
Projected Revenues and Costs by Fund for the Bull Mountain Area, Total Area  
Operating Costs

Fund	Revenue	Operating Cost	Balance
General	\$4,721,571	\$1,723,729	\$2,997,842
Gas Tax	\$322,386	\$724,487	(\$402,101)
Sanitary Sewer	\$198,883	\$134,907	\$63,976
Storm Sewer	\$113,256	\$123,945	(\$10,689)
Water	\$1,474,345	\$1,032,967	\$441,378

Table 6b  
Projected Revenues and Costs by Fund for the Bull Mountain Area, Total Area  
One-Time Capital Costs

Fund	Fund Balance/ Capital Revenue	One-Time Capital Cost	Balance
------	----------------------------------	--------------------------	---------

## Appendix B

	Capital Revenue	Cost	
General	\$2,997,842	\$272,811	\$2,725,031
Gas Tax	(\$402,101)	\$3,747,070	(\$4,149,171)
Sanitary Sewer	\$2,148,336	\$1,275,229	\$873,107
Storm Sewer	\$417,311	\$0	\$417,311
Water	\$441,378	\$1,337,510	(\$896,132)
Traffic Impact Fee	\$2,328,320	\$7,943,380	(\$5,615,060)
Parks CIP	\$1,495,432	\$10,024,995	(\$8,529,563)
Water SDC	\$2,493,607	\$9,759,841	(\$7,266,234)

The results of these analyses show that the Bull Mountain annexation area will generally more than pay for direct general governmental operational services (primarily police and planning) and for direct operations of the two primary governmental utilities serving the area (water and sanitary sewer). The major exception to this trend is the operation of the street system. The operation of the street system is funded primarily from state and county gas taxes. Gas tax revenues attributable to the Bull Mountain area are insufficient to cover operating costs of street in that area.

One-time capital costs are paid for by a combination of operating fund balances and dedicated capital revenues. A comparison of available resources versus identified capital needs reveals major revenue shortfalls for most service areas. Simply put, the Bull Mountain area by itself will not produce enough revenues to build the capital facilities it needs for streets, parks, and water.

It is important to note that when looked at from a City perspective, this analysis can be misleading. The City operates a number of systems that serve the entire City (including in some cases the Bull Mountain area whether or not it is annexed), not discrete geographical areas. These systems include those covered in this analysis: Police, Streets, Water, Sanitary Sewer, Storm Sewer, Parks, and Planning services. Any one discrete geographical area in the City or adjacent to the City may or may not produce sufficient revenues to serve that area, but what is important is that the system as a whole can provide services to the entire area. The City's systems are financially strong, and these services can be provided to the entire area, including Bull Mountain should it be annexed to the City.

Conversely, this analysis can be very instructive when looked at from the perspective of an area being considered annexation. If the area were to attempt to obtain these same services at the level provided by the City of Tigard as a stand alone district, it may or may not be able to cover operating costs. It would be unable to pay for needed capital improvements without a substantial influx of additional revenues.

**Tigard Water District**

August 28, 2003

**Bull Mountain Accounts**

Route # 2, 10, 12, 36, 37, 38, 39, 42, 3, 41 (000-0860, 8023-9999)

Customer Type	# Active Accounts	# Suspended Accounts	Water Sales (Previous 12 Months)
Residential	2,880	69	\$837,838.05
Commercial	2	0	\$1,554.71
Irrigation	26	7	\$27,314.56
Multi-Family	27	0	\$30,508.58
Total	2,935	76	\$897,215.90

**All Other TWD Accounts**

Route # 92, 98, 86, 84, 41 (0851-8022)

Residential	459	12	\$101,340.91
Commercial	4	3	\$3,996.64
Irrigation	7	0	\$4,949.84
Multi-Family	38	1	\$834,844.73
Total	508	16	\$945,132.12

Note: Given the water sales for the previous twelve month period, the Tigard Water District would receive \$8,972.16 in revenue.

July 1, 2003 - June 30 2004  
 Estimated Property Tax and General Purpose Fees for a House  
 With an Assessed Value<sup>1</sup> of  
 \$250,000

Taxing District	City of Tigard Tax Area 23.74		Unincorporated Washington County Tax Area 23.78		Incr. or (Decr.) With Annexation	Unincorporated Washington County Tax Area 51.78		Incr. or (Decr.) With Annexation
	Rate	Amount	Rate	Amount	Amount	Rate	Amount	Amount
<b>Schools</b>								
Ed. Service Dist. - NW Regional	0.1538	\$38.45	0.1538	\$38.45	\$0.00	0.1538	\$38.45	\$0.00
Portland Community College	0.2828	\$70.70	0.2828	\$70.70	\$0.00	0.2828	\$70.70	\$0.00
Tigard School District - 23J <sup>2</sup>	5.9892	\$1,497.30	5.9892	\$1,497.30	\$0.00	0.0000	\$0.00	\$0.00
Beaverton School District - 48 <sup>2</sup>	0.0000	\$0.00	0.0000	\$0.00	\$0.00	6.1930	\$1,548.25	\$0.00
Total Education Taxes <sup>4</sup>	6.4258	\$1,606.45	6.4258	\$1,606.45	\$0.00	6.6296	\$1,657.40	\$0.00
<b>General Government</b>								
Washington County <sup>3</sup>	2.6576	\$664.40	2.6576	\$664.40	\$0.00	2.6576	\$664.40	\$0.00
Tualatin Valley Fire & Rescue <sup>3</sup>	1.7752	\$443.80	1.7752	\$443.80	\$0.00	1.7752	\$443.80	\$0.00
Port of Portland <sup>3</sup>	0.0701	\$17.53	0.0701	\$17.53	\$0.00	0.0701	\$17.53	\$0.00
City of Tigard <sup>3</sup>	2.5131	\$628.28	0.0000	\$0.00	\$628.28	0.0000	\$0.00	\$628.28
Metro <sup>3</sup>	0.0966	\$24.15	0.0966	\$24.15	\$0.00	0.0966	\$24.15	\$0.00
Washington County Enhanced Patrol	0.0000	\$0.00	1.1650	\$291.25	(\$291.25)	1.1650	\$291.25	(\$291.25)
Washington County Road Maintenance	0.0000	\$0.00	0.2456	\$61.40	(\$61.40)	0.2456	\$61.40	(\$61.40)
Wash. County Street Light Assessment <sup>5</sup>		\$0.00		\$35.00	(\$35.00)		\$35.00	(\$35.00)
Total General Government	7.1126	\$1,778.15	6.0101	\$1,537.53	\$240.63	6.0101	\$1,537.53	\$240.63
<b>General Obligation Bonds</b>								
Washington County	0.2377	\$59.43	0.2377	\$59.43	\$0.00	0.2377	\$59.43	\$0.00
Portland Community College	0.2290	\$57.25	0.2290	\$57.25	\$0.00	0.2290	\$57.25	\$0.00
Tigard School District - 23J	1.8949	\$473.73	1.8949	\$473.73	\$0.00	0.0000	\$0.00	\$0.00
Beaverton School District - 48	0.0000	\$0.00	0.0000	\$0.00	\$0.00	1.8172	\$454.30	\$0.00
Tualatin Valley Fire & Rescue	0.0513	\$12.83	0.0513	\$12.83	\$0.00	0.0513	\$12.83	\$0.00
Port of Portland	0.0000	\$0.00	0.0000	\$0.00	\$0.00	0.0000	\$0.00	\$0.00
City of Tigard	0.1650	\$41.25	0.0000	\$0.00	\$41.25	0.0000	\$0.00	\$41.25
Metro	0.1934	\$48.35	0.1934	\$48.35	\$0.00	0.1934	\$48.35	\$0.00
Tri-Met	0.1080	\$27.00	0.1080	\$27.00	\$0.00	0.1080	\$27.00	\$0.00
Total General Obligation Bonds	2.8793	\$719.83	2.7143	\$678.58	\$41.25	2.6366	\$659.15	\$41.25
Street Maintenance Fee		\$26.16		\$0.00	\$26.16		\$0.00	\$26.16
Grand Total	16.4177	\$4,130.59	15.1502	\$3,822.55	\$308.04	15.2763	\$3,854.08	\$308.04
Percent Change					8.1%			8.0%

Notes

- 1 Assessed Value no longer equals Market Value
- 2 Annexation to a city does not change the school district that serves the area
- 3 Permanent rate set by Measure 50
- 4 Education Taxes are limited by Measure 5 to no more than \$5 per \$1,000 of Real Market Value, but Measure 50 established permanent rates per \$1,000 of Assessed Value. The data presented is from the Washington County Assessors Office which is responsible for monitoring tax rates.
- 5 Those areas that are served by Street Lighting Districts pay for the cost of operating and maintaining the street lights. Washington County reports that the average annual assessment per household is \$35. Actual assessments vary by district.

# **TIGARD URBAN SERVICE AGREEMENT**

## **November 26, 2002**

This AGREEMENT is made and entered into by and between Washington County, a municipal corporation of the State of Oregon, hereinafter "COUNTY," the City of Tigard, a municipal corporation of the State of Oregon, hereinafter "CITY," Metro, a metropolitan service district of the State of Oregon, hereinafter "METRO," and the following Special Districts of the State of Oregon, hereinafter "DISTRICT(S),"

Clean Water Services;  
Tigard Water District;  
Tri-Met;  
Tualatin Hills Park and Recreation District;  
Tualatin Valley Fire and Rescue District; and  
Tualatin Valley Water District

### **RECITALS**

WHEREAS, ORS 195.025(1) requires METRO, through its regional coordination responsibilities, to review urban service agreements affecting land use, including planning activities of the counties, cities, special districts, state agencies; and

WHEREAS, ORS 195.020(4)(e) requires cooperative agreements to specify the units of local government which shall be parties to an urban service agreement under ORS 195.065; and

WHEREAS, ORS 195.065(1) requires units of local government that provide an urban service within an urban growth boundary to enter into an urban service agreement that specifies the unit of government that: will deliver the services, sets forth the functional role of each service provider, determines the future service area, and assigns responsibilities for planning and coordination of services; and

WHEREAS, ORS 195.065(1) and (2) require that the COUNTY shall be responsible for:

1. Convening representatives of all cities and special districts that provide or declare an interest in providing an urban service inside an urban growth boundary within the county that has a population greater than 2,500 persons for the purpose of negotiating an urban service agreement;
2. Consulting with recognized community planning organizations within the area affected by the urban service agreement; and
3. Notifying Metro in advance of meetings to negotiate an urban service agreement to enable Metro's review; and

WHEREAS, ORS 195.075(1) requires urban service agreements to provide for the continuation of an adequate level of urban services to the entire area that each provider serves and to specify if there is a significant reduction in the territory of a special service district; and

WHEREAS, ORS 195.075(1) requires that if there is a significant reduction in territory, the agreement shall specify how the remaining portion of the district is to receive services in an affordable manner; and

WHEREAS, ORS 195.205 TO 195.235 grant authority to cities and districts (as defined by ORS 198.010) to annex lands within an urban growth boundary, subject to voter approval, if the city or district enacts an annexation plan adopted pursuant to ORS 195.020, 195.060 to 195.085, 195.145 to 195.235, 197.005, 197.319, 197.320, 197.335, and 223.304, and if the city or district has entered into urban service agreements with the county, cities and special districts which provide urban services within the affected area; and

WHEREAS, ORS 197.175 requires cities and counties to prepare, adopt, amend, and revise their comprehensive plans in compliance with statewide planning goals, and enact land use regulations to implement their comprehensive plans; and

WHEREAS, Statewide Planning Goals 2, 11, and 14 require cities and counties to plan, in cooperation with all affected agencies and special districts, for the urbanization of lands within an urban growth boundary, and ensure the timely, orderly, and efficient extension of public facilities and urban services.

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

## **I. ROLES AND RESPONSIBILITIES**

- A. Parties to this AGREEMENT shall provide land use planning notice to each other in accordance with the provision of the "Cooperative Agreements," developed per ORS 195.020(4)(e).
- B. The parties to this AGREEMENT are designated as the appropriate provider of services to the citizens residing within their boundaries as specified in this AGREEMENT.
- C. The CITY is designated as the appropriate provider of services to citizens residing within its boundaries and to adjacent unincorporated areas subject to this AGREEMENT as shown on Map A, except for those services that are to be provided by another party as specified in this AGREEMENT.
- D. The CITY and COUNTY will be supportive of annexations to the CITY over time. The CITY shall endeavor to annex the unincorporated areas shown on Map A, in keeping with the following schedule:
  - 1. Near to mid-term (3 to 5 years): Bull Mountain area and unincorporated lands north of the Tualatin River and south of Durham Road and

2. Far-term (10 years or later): Metzger area.
- E. Pursuant to ORS 195.205, the CITY and DISTRICTS reserve the right and may, subsequent to the enactment of this AGREEMENT, develop an annexation plan or plans in reliance upon this AGREEMENT in accordance with ORS 195.205 to 220.
  - F. In keeping with the *County 2000 Strategic Plan* or its successor, the COUNTY will focus its energies on those services that provide county-wide benefit and transition out of providing municipal services that may benefit specific geographic areas or districts. The COUNTY recognizes cities and special service districts as the ultimate municipal service providers as specified in this AGREEMENT. The COUNTY also recognizes cities as the ultimate local governance provider to the urban area.
  - G. Within twelve months of the effective date of this AGREEMENT and prior to any consolidation or transfer of duties or any single or multiple annexations totaling twenty acres, the parties shall identify any duties performed by the parties that will or may be assumed or transferred from one party to another party by annexation, consolidation or agreement. The affected parties shall identify how the duties will be transferred or assumed, including the transfer of employees and equipment. The process to transfer duties, employees and equipment shall account for the cumulative effects of annexation, consolidation and transfer by agreement. This process shall also address large scale annexations and the large scale transfer of duties by consolidation or agreement. In the event the affected parties cannot agree upon the processes to transfer duties, employees and equipment, the provisions of Section VII of this AGREEMENT shall be used to resolve the dispute.
  - H. The COUNTY shall have the responsibility for convening representatives for the purpose of amending this AGREEMENT, pursuant to ORS 195.065(2)(a).

## **II. AGREEMENT COORDINATION**

- A. Existing intergovernmental agreements that are consistent with this AGREEMENT shall remain in force. This AGREEMENT shall control provisions of existing intergovernmental agreements that are inconsistent with the terms of this AGREEMENT. This AGREEMENT does not preclude any party from amending an existing inter-governmental agreement or entering into a new inter-governmental agreement with one or more parties for a service addressed in this AGREEMENT, provided such an agreement is consistent with the provisions of this AGREEMENT.
- B. The CITY and COUNTY have entered into an intergovernmental agreement for the CITY provision of building, land development and specific road services on behalf of the COUNTY to the unincorporated lands in the Bull Mountain area.
- C. CITY and COUNTY shall endeavor to take all action necessary to cause their comprehensive plans to be amended to be consistent with this AGREEMENT within twelve months of execution of this AGREEMENT, but no later than sixteen months from the date of execution.

### **III. AREA AFFECTED BY AGREEMENT**

This AGREEMENT applies to the Tigard Urban Service Area (TUSA) as shown on Map A and properties added to the Regional Urban Growth Boundary (UGB) that are to be annexed to the CITY in the future as described below in Section VIII.

### **IV. URBAN SERVICE PROVIDERS**

- A. The service provisions of this AGREEMENT, as described in Exhibits A through G, establish the providers and elements of urban services for the geographic area covered in this AGREEMENT; and
- B. The following urban services are addressed in this AGREEMENT:
  - 1. Fire Protection and Emergency Services (Exhibit A);
  - 2. Public Transit (Exhibit B);
  - 3. Law Enforcement (Exhibit C);
  - 4. Parks, Recreation, and Open Space (Exhibit D);
  - 5. Roads and Streets (Exhibit E);
  - 6. Sanitary Sewer and Storm Water (Exhibit F); and
  - 7. Water Service (Exhibit G).

### **V. ASSIGNABILITY**

No assignment of any party's rights or obligations under this AGREEMENT to a different, new or consolidated or merged entity shall be effective without the prior consent of the other parties affected thereby. Any party to this AGREEMENT who proposes a formation, merger, consolidation, dissolution, or other major boundary change shall notify all other parties of the availability of the reports or studies required by Oregon State Statutes to be prepared as part of the proposal.

### **VI. EFFECTIVE DATE OF AGREEMENT**

This AGREEMENT shall become effective upon full execution by all parties.

### **VII. TERM OF THE AGREEMENT**

This AGREEMENT shall continue to be in effect as long as required under state law. The COUNTY shall be responsible for convening the parties to this AGREEMENT for the review or modification of this AGREEMENT, pursuant to Section VIII.

## **VIII. PROCESS FOR REVIEW AND MODIFICATION OF THE AGREEMENT**

- A. Parties shall periodically review the provisions of this AGREEMENT in order to evaluate the effectiveness of the processes set forth herein and to propose any necessary or beneficial amendments to address considerations of ORS 195.070 and ORS 195.075.
- B. Any party may propose modifications to this agreement to address concerns or changes in circumstances.
- C. The body of this AGREEMENT (Recitals and Sections I through IX) may only be changed by written consent of all affected parties. Amendments to the exhibits of this AGREEMENT may be made upon written consent of the parties identified in each exhibit.
- D. The periodic review of this AGREEMENT and all proposed modifications to this AGREEMENT shall be coordinated by the COUNTY. All requests for the periodic review of this AGREEMENT and all proposed modifications shall be considered in a timely manner and all parties shall receive notice of any proposed amendment. Only those parties affected by an amendment shall sign the amended agreement. All amendments that include boundary changes shall comply with Chapter 3.09 of the METRO Code or its successor.
- E. Lands added to the Regional Urban Growth Boundary that are determined to be annexed to the CITY in the future by separate process, such as an Urban Reserve Plan, shall be subject to this AGREEMENT. The appropriate service providers to new urban lands for the services addressed in this AGREEMENT shall be determined through the provisions of this Section unless those determinations are made through the development of an Urban Reserve Plan and all affected parties agree to the service determinations. This AGREEMENT shall be amended to address new urban lands and reflect the service provider determinations consistent with the provisions of this Section.

## **IX. DISPUTE RESOLUTION**

If a dispute arises between or among the parties regarding breach of this AGREEMENT or interpretation of any term thereof, those parties shall first attempt to resolve the dispute by negotiation prior to any other contested case process. If negotiation fails to resolve the dispute, the parties agree to submit the matter to non-binding mediation. Only after these steps have been exhausted will the matter be submitted to arbitration.

Step 1 – Negotiation. The managers or other persons designated by each of the disputing parties will negotiate on behalf of the entities they represent. The issues of the dispute shall be reduced to writing and each manager shall then meet and attempt to resolve the issue. If the dispute is resolved with this step, there shall be a written determination of such resolution signed by each manager, which shall be binding upon the parties.

Step 2 – Mediation. If the dispute cannot be resolved within 30 days of initiation of Step 1, a party shall request in writing that the matter be submitted to non-binding mediation. The parties shall use good-faith efforts to agree on a mediator. If they cannot agree, the parties shall request a list of five mediators from an entity or firm providing mediation services. The parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, each party shall select one name and the two mediators shall jointly select a third mediator. The dispute shall be heard by the third mediator and any common costs of mediation shall be borne equally by the parties, who shall each bear their own costs and fees therefore. If the issue is resolved at this Step, then a written determination of such resolution shall be signed by each manager and shall be binding upon the parties.

Step 3 – Arbitration. After exhaustion of Steps 1 and 2 above, the matter shall be settled by binding arbitration in Washington County, Oregon, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, the rules of the Arbitration Service of Portland, or any other rules mutually agreed to, pursuant to ORS 190.710-790. The arbitration shall be before a single arbitrator; nothing shall prevent the parties from mutually selecting an arbitrator or panel thereof who is not part of the AAA panel and agreeing upon arbitration rules and procedures. The cost of arbitration shall be shared equally. The arbitration shall be held within 60 days of selection of the arbitrator unless otherwise agreed to by the parties. The decision shall be issued within 60 days of arbitration.

#### **X. SEVERABILITY CLAUSE**

If any portion of this AGREEMENT is declared invalid, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this AGREEMENT.

#### **XI. SIGNATURES OF PARTIES TO AGREEMENT**

In witness whereof, this AGREEMENT is executed by the authorized representatives of the COUNTY, CITY, DISTRICTS, and METRO. The parties, by their representative's signatures to this AGREEMENT, signify that each has read the AGREEMENT, understands its terms, and agrees to be bound thereby.

CITY OF TIGARD

By: \_\_\_\_\_  
James E. Griffith, Mayor

\_\_\_\_\_  
Date

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

TUALATIN VALLEY FIRE AND RESCUE DISTRICT

By: \_\_\_\_\_  
Chairman, Board of Directors

\_\_\_\_\_  
Date

Approved as to Form:

By: \_\_\_\_\_  
District Counsel

TUALATIN HILLS PARK AND RECREATION DISTRICT

By: \_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Date

Approved as to Form:

By: \_\_\_\_\_  
District Counsel

TRI-MET

By: \_\_\_\_\_  
General Manager

\_\_\_\_\_  
Date

Approved as to Form:

By: \_\_\_\_\_  
District Counsel

CLEAN WATER SERVICES

By: \_\_\_\_\_  
Tom Brian, Chair  
Board of Directors

\_\_\_\_\_  
Date

Approved as to Form:

By: \_\_\_\_\_  
District Counsel

TIGARD WATER DISTRICT

By: \_\_\_\_\_  
Chairman, Board of Directors

\_\_\_\_\_  
Date

Approved as to Form:

By: \_\_\_\_\_  
District Counsel

TUALATIN VALLEY WATER DISTRICT

By: \_\_\_\_\_  
Chairman, Board of Directors

\_\_\_\_\_  
Date

Approved as to Form:

By: \_\_\_\_\_  
District Counsel

WASHINGTON COUNTY

By: \_\_\_\_\_  
Tom Brian, Chair  
Board of Commissioners

\_\_\_\_\_  
Date

Approved as to Form:

By: \_\_\_\_\_  
County Counsel

METRO

By: \_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Date

Approved as to Form:

By: \_\_\_\_\_  
Legal Counsel

## **EXHIBIT A**

### **PROVISIONS OF AGREEMENT FOR FIRE PROTECTION AND PUBLIC EMERGENCY SERVICES**

TUALATIN VALLEY FIRE AND RESCUE DISTRICT, CITY and COUNTY agree:

1. That the TUALATIN VALLEY FIRE AND RESCUE DISTRICT (TVFR) is and shall continue to be the sole provider of fire protection services to the Tigard Urban Service Area (TUSA) shown on Map A.
2. That TVFR, CITY and COUNTY are and shall continue to provide emergency management response services to the TUSA.
3. That TVFR is and shall continue to be the sole provider of all other public emergency services to the TUSA, excluding law enforcement services.

## **EXHIBIT B**

### **PROVISIONS OF AGREEMENT FOR PUBLIC TRANSIT SERVICE**

TRI-MET, CITY, COUNTY and METRO agree:

1. That TRI-MET, pursuant to ORS Chapter 267, is currently the sole provider of public mass transit to the Tigard Urban Service Area (TUSA) shown on Map A. Future options for public mass transit services to the TUSA may include public/private partnerships to provide rail or other transit service, CITY operated transit service, and transit service by one or more public agency to all or part of the area.
2. That TRI-MET shall work with the COUNTY, CITY, and METRO to provide efficient and effective public mass transit services to the TUSA.

## **EXHIBIT C**

### **PROVISIONS OF AGREEMENT FOR LAW ENFORCEMENT**

COUNTY and CITY agree:

1. That as annexations occur within the Tigard Urban Service Area shown on Map A, the CITY will assume law enforcement services and the area will be withdrawn from the Enhanced Sheriff's Patrol District. The Sheriff's Office will continue to provide law enforcement services identified through the Cogan Law Enforcement Project and those services mandated by state law. Eventually, the Enhanced Sheriff's Patrol District, consistent with its conditions of formation, will be eliminated when annexations on a county-wide basis reach a point where the function of the District is no longer economically feasible.
2. That over time as annexations occur within the urban unincorporated area, the primary focus of the Sheriff's office will be to provide programs that are county-wide in nature or serve the rural areas of the COUNTY. The Sheriff's office will continue to maintain needed service levels and programs to ensure the proper functioning of the justice system in the COUNTY. The Sheriff's Office will also continue to provide available aid to smaller cities (e.g., Banks and North Plains) for services specified in the COUNTY'S mutual aid agreement with those cities upon their request. The Sheriff's Office will also consider requests to provide law enforcement services to cities on a contractual basis consistent with the COUNTY's law enforcement contracting policy.
3. That the COUNTY and CITY and other Washington County cities, through the Cogan Law Enforcement Project, shall determine the ultimate functions of the Sheriff's Office that are not mandated by state law.
4. That the COUNTY and CITY shall utilize comparable measures of staffing that accurately depict the level of service being provided to residents of all local jurisdictions in the COUNTY.

## **EXHIBIT D**

### **PROVISIONS OF AGREEMENT FOR PARKS, RECREATION AND OPEN SPACE**

CITY, TUALATIN HILLS PARK AND RECREATION DISTRICT (THPRD), COUNTY, and METRO agree:

1. That the CITY shall be the designated provider of park, recreation and open spaces services to the Tigard Urban Service Area (TUSA) shown on Map A. Actual provision of these services by the CITY to lands within the TUSA is dependent upon lands being annexed to the CITY. Within the Metzger Park Local Improvement District (LID), the CITY will be a joint provider of services. The CITY and THPRD, however, may also enter into inter-governmental agreements for the provision of park, recreation and open space services to residents within each other's boundaries, such as the joint use of facilities or programs. This provision does not preclude future amendments to this AGREEMENT concerning how park, recreation and open space services may be provided within the TUSA.
2. That the CITY and the COUNTY should further examine the feasibility of creating a park and recreation district for the TUSA.
3. That standards for park, recreation, and open space services within the TUSA will be as described in the CITY'S park master plan.
4. That the CITY and COUNTY are supportive of the concept of a parks systems development charge as a method for the future acquisition and development of parks lands in the TUSA that are outside of the CITY. The CITY and COUNTY agree to study the feasibility of adopting such a systems development charge for lands outside of the CITY.
5. That at the next update of its parks master plan, the CITY shall address all the lands within the TUSA.
6. That the Metzger Park LID shall remain as a special purpose park provider for as long as a majority of property owners within the LID wish to continue to pay annual levies for the operation and maintenance of Metzger Park. The CITY and COUNTY also agree to the continuation of the Metzger Park Advisory Board. However, the COUNTY as administrator of the LID, may consider contracting operation and maintenance services to another provider if that option proves to be more efficient and cost-effective. This option would be presented and discussed with the Park Advisory Board before the COUNTY makes a decision.
7. That continuation of the Metzger Park LID shall not impede provision of parks, and eventually recreation services, to the Metzger Park neighborhood by the CITY. Continuation of the Metzger Park LID will be considered as providing an additional level of service to the neighborhood above and beyond that provided by the CITY.

8. That the CITY and COUNTY will coordinate with Metro to investigate funding sources for acquisition and management of parks which serve a regional function.
9. That Metro may own and be the provider of region-wide parks, recreation and open space facilities within the TUSA. Metro Greenspace and Parks facilities typically are to serve a broader population base than services provided to residents of the TUSA by the CITY. Where applicable, the CITY, COUNTY, and METRO will aspire to coordinate facility development, management and services.

## **EXHIBIT E**

### **PROVISIONS OF AGREEMENT FOR ROADS AND STREETS**

CITY and COUNTY agree:

#### **1. Existing Conditions and Agreements**

- A. The COUNTY shall continue to retain jurisdiction over the network of arterials and collectors within the Tigard Urban Service Area (TUSA) that are specified on the COUNTY-wide roadway system in the Washington County Transportation Plan. The CITY shall accept responsibility for public streets, local streets, neighborhood routes and collectors and other streets and roads that are not part of the COUNTY-wide road system within its boundaries upon annexation if the street or road meets the agreed upon standards described in Section 2.C.(2) below.
- B. The COUNTY and CITY agree to continue sharing equipment and services with renewed emphasis on tracking of traded services and sharing of equipment without resorting to a billing system, and improved scheduling of services. Additionally, the COUNTY and CITY shall work to improve coordination between the jurisdictions so that the sharing of equipment and services is not dependent on specific individuals within each jurisdiction. The COUNTY and CITY shall also work to establish a more uniform accounting system to track the sharing and provision of services.
- C. Upon annexation to the CITY, the annexed area shall be automatically withdrawn from the Urban Road Maintenance District (URMD).
- D. Upon annexation to the CITY, an annexed area that is part of the Washington County Service District For Street Lighting No. 1 shall be automatically withdrawn from the District. The CITY shall assume responsibility for street lighting on the effective date of annexation of public streets and COUNTY streets and roads that will be transferred to the CITY. The COUNTY shall inform PGE when there is a change in road jurisdiction or when annexation occurs and the annexed area is no longer a part of the street lighting district.

#### **2. Road Transfers**

Transfer of jurisdiction may be initiated by a request from the CITY or the COUNTY.

- A. Road transfers shall include the entire right-of-way (e.g., a boundary cannot be set down the middle of a road) and proceed in a logical manner that prevents the creation of segments of COUNTY roads within the CITY'S boundaries.

B. Within thirty days of annexation, the CITY will initiate the process to transfer jurisdiction of COUNTY and public streets and roads within the annexed area, including local streets, neighborhood routes, collectors and other roads that are not of county-wide significance. The transfer of roads should take no more than one year from the effective date of annexation.

C. The COUNTY:

(1) To facilitate the road transfer process, the COUNTY will prepare the exhibits that document the location and condition of streets to be transferred upon receipt of a transfer request from the CITY.

(2) Prior to final transfer, the COUNTY:

(a) Shall complete any maintenance or improvement projects that have been planned for the current fiscal year or transfer funds for same to the CITY.

(b) Shall provide the CITY with any information it may have about any neighborhood or other concerns about streets or other traffic issues within the annexed area. This may be done by providing copies of COUNTY project files or other documents or through joint meetings of CITY and COUNTY staff members.

(c) Shall make needed roadway improvements so that all individual roads or streets within the area to be annexed have a pavement condition index (PCI) of more than 40 and so that the average PCI of streets and roads in the annexed area is 75 or higher. As an alternative to COUNTY-made improvements, the COUNTY may pay the CITY'S costs to make the necessary improvements.

(d) Shall inform the CITY of existing maintenance agreements, Local Improvement Districts established for road maintenance purposes, and of plans for maintenance of transferred roads. The COUNTY shall withdraw the affected territory from any road maintenance LIDs formed by the COUNTY.

D. The CITY:

(1) Agrees to accept all COUNTY roads and streets as defined by ORS 368.001(1) and all public roads within the annexed area that are not of county-wide significance or are not identified in the COUNTY'S Transportation Plan as part of the county-wide road system provided the average PCI of all COUNTY and public roads and streets that the CITY is to accept in the annexed area is 75 or higher as defined by the COUNTY'S pavement management system. If any individual COUNTY or public street or road that the CITY is to accept within the area has an average PCI of 40 or less at the time of annexation, the CITY shall assume jurisdiction of the road or street only after the COUNTY has complied with Section 2.C.(2) of this exhibit.

(2) Shall, in the event the transfer of roads does not occur soon after annexation, inform the newly annexed residents of this fact and describe when and under what

conditions the transfer will occur and how maintenance will be provided until the transfer is complete.

- E. The CITY shall be responsible for the operation, maintenance and construction of roads and streets transferred to the CITY as well as public streets annexed into the CITY. CITY road standards shall be applicable to transferred and annexed streets. The CITY shall also be responsible for the issuance of access permits and other permits to work within the right-of-way of those streets.

### 3. Road Design Standards and Review Procedures and Storm Drainage

The CITY and COUNTY shall agree on:

- A. The CITY and COUNTY urban road standards and Clean Water Service standards that will be applicable to the construction of new streets and roads and for improvements to existing streets and roads that eventually are to be transferred to the CITY, and streets and roads to be transferred from the CITY to the COUNTY;
- B. The development review process and development review standards for COUNTY and public streets and roads within the TUSA, including COUNTY streets and roads and public streets that will become CITY streets, and streets and roads that are or will become part of the COUNTY-wide road system; and
- C. Maintenance responsibility for the storm drainage on COUNTY streets and roads within the TUSA in cooperation with Clean Water Services.

### 4. Review of Development Applications and Plan Amendments

- A. The COUNTY and CITY, in conjunction with other Washington County cities and the Oregon Department of Transportation (ODOT), shall agree on a process(es) and review criteria (e.g., types and levels of analysis) to analyze and condition development applications and plan amendments for impacts to COUNTY and state roads.
- B. The review process(es), review criteria, and criteria to condition development and plan amendment applications shall be consistent with the *Oregon Highway Plan*, the *Regional Transportation System Plan*, COUNTY and CITY Transportation Plans and Title 6 of METRO'S *Urban Growth Management Functional Plan*.

### 5. Maintenance Cooperation

- A. The COUNTY and CITY, in conjunction with ODOT, shall consider developing an Urban Road Maintenance Agreement within the TUSA area for the maintenance of COUNTY, CITY, and state facilities, such as separately owned sections of arterial streets and to supplement the 1984 League of Oregon Cities Policy regarding traffic lights.

- A. The COUNTY and CITY, in conjunction with other Washington County cities, shall develop a set of minimum right-of-way maintenance standards and levels of activity to be used in performance of services provided under the exchange of services agreement described above in 5. a.
- C. The COUNTY may contract with the CITY for the maintenance of COUNTY streets and roads within the TUSA utilizing an agreed upon billing system.
- D. The COUNTY, CITY and ODOT, in conjunction with other Washington County cities, will study opportunities for co-locating maintenance facilities.

6. Implementation

Within one year of the effective date of this AGREEMENT, the CITY and COUNTY agree to develop a schedule that describes when the provisions of this exhibit shall be implemented.

## **EXHIBIT F**

### **PROVISIONS OF AGREEMENT FOR SANITARY SEWER AND STORM WATER MANAGEMENT**

CLEAN WATER SERVICES, (CWS), CITY and COUNTY agree:

1. As a county service district organized under ORS 451, CWS has the legal authority for the sanitary sewage and storm water (surface water) management within the CITY and the urban unincorporated area. CWS develops standards and work programs, is the permit holder, and operates the sanitary sewage treatment plants.
2. The CITY performs a portion of the local sanitary sewer and storm water management programs as defined in the operating agreement between the CITY and CWS. This agreement shall be modified on an as-needed basis by entities to the agreement.
3. At the time of this AGREEMENT, the following are specific issues that the parties have addressed as part of this process and agree to resolve through changes to current intergovernmental agreements.
  - A. Rehabilitation of Sewer Lines with Basins Identified with High Levels of Infiltration and Inflow (I & I).
  - B. For lines that are cost-effective to do rehabilitation, CWS and the CITY will consider cost-sharing regardless of line size under a formula and using fund sources to be agreed on between CITY and CWS. The cost-share is to be determined through specific project intergovernmental agreements. Following the evaluation of program funding methods, CWS, in cooperation with the CITY, will determine the long-term funding for I & I and other rehabilitation projects.
  - C. CWS, with assistance from the CITY and other Washington County cities, shall undertake periodic rate studies of monthly service charges to determine whether they are adequate to cover costs, including costs of maintenance and rehabilitation of sewer lines. The rate study shall consider sewer line deterioration and related maintenance and repair issues.
4. Master and Watershed Planning:
  - A. Primary responsibility for master and watershed planning will remain with CWS, but the CITY will be permitted to conduct such planning as long as these plans meet CWS standards. CWS and the CITY shall use uniform standards, such as computer modeling, to conduct these studies. CWS and the CITY shall determine their respective cost-sharing responsibility for conducting these studies.

- B. CWS and the CITY, in conjunction with other Washington County cities using the City/District Committee established by CWS, shall develop uniform procedures for the coordination and participation between CWS, the CITY and other cities when doing master and watershed planning.

5. Sanitary Sewer Systems Development Charges

CWS and the CITY, in conjunction with other Washington County cities, shall use the results of the CWS Conveyance System Management Study, or updates, for options for collection and expenditure of SDC funds to address current disparities between where funds are collected and where needs are for projects based on an agreed upon CITY/CWS master plan.

6. Storm Water Management System Development Charges

- A. CWS and the CITY shall use the results of the CWS Surface Water Management Plan Update Project to address all aspects of storm water management and to provide more direction to CWS and the CITY.
- B. Watershed plans being prepared by CWS for storm water management shall address the major collection system as well as the open-channel system to identify projects for funding.

7. Maintenance

CWS, in cooperation with the CITY and other Washington County cities, shall use the results of the CWS Conveyance System Management Study for guidance to resolve issues related to roles of the DISTRICT and the cities in order to provide more cost effective maintenance of the collection systems.

## **EXHIBIT G**

### **PROVISIONS OF AGREEMENT FOR WATER SERVICE**

TUALATIN VALLEY WATER DISTRICT (TVWD), TIGARD WATER DISTRICT (TWD), CITY and COUNTY agree:

1. Supply:
  - A. Supply generally will not impact service boundaries, given that a limited number of sources provide all the water in the study area and the number of interconnections between providers are increasing and are encouraged to continue in the future.
  - B. Future supply and conservation issues may be addressed through the Regional Water Consortium to the extent reasonable and practicable for water providers in Washington County. Service providers in the TUSA shall continue to participate in the Consortium and use it as the forum for raising, discussing and addressing supply issues.
  - C. The Consortium may also serve as a forum to discuss and resolve water political issues to the extent reasonable and practicable for water providers in Washington County. The Consortium is an appropriate forum to bring elected officials together and for promoting more efficient working relationships on water supply and conservation issues.
  - D. Intergovernmental agreements shall address ownership of interconnections between CITY and Districts' sources, whether for the purpose of wholesale provision of water from one entity to the other or for emergency use, in the case of a boundary change that involves the site of the interconnection.
2. Maintenance/Distribution:
  - A. TVWD, TWD and the CITY do not anticipate any events in the foreseeable future that would necessitate maintenance, rehabilitation or replacement beyond the financial reach of any of the water providers in the TUSA. Each provider will continue to be responsible for providing the financial revenue stream through rates and charges and to accrue adequate reserves to meet foreseeable major maintenance needs.
  - B. TVWD, TWD, CITY, and COUNTY agree to maintain and participate in the Cooperative Public Agencies of Washington County in order to efficiently share and exchange equipment and services.
  - C. To the extent reasonable and practicable, TVWD, TWD and the CITY shall coordinate mandated (under Oregon law) underground utility locating services to efficiently provide service within the urban service areas.
  - D. TVWD, TWD and CITY agree to provide to one another copies of as-builts of existing and new facilities and other types of water system maps for the purposes of facilitating

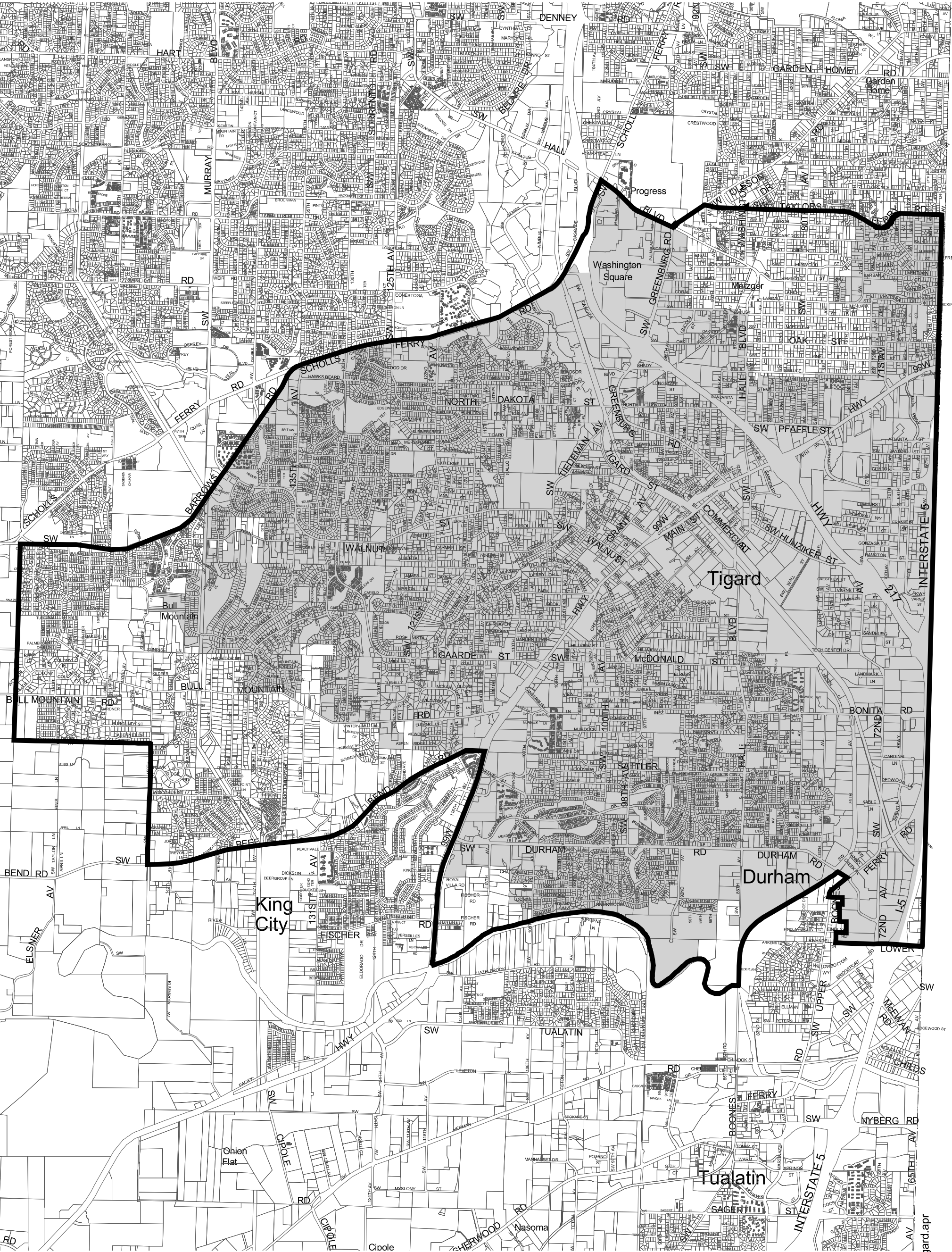
planning, engineering and design of other utilities or structures that may connect, intersect or be built in proximity to CITY facilities. The CITY agrees to incorporate such mapping into its GIS mapping system of utilities and other facilities. TVWD, TWD and CITY agree to develop and maintain a common, on-going, up to date GIS mapping system showing facilities of each water provider within the TUSA.

3. Customer Service/Water Rates:

- A. Price of supply and bonded indebtedness will most likely have the greatest impact on rates.
- B. TVWD, TWD, and the CITY believe that rates are equitable within the TUSA.
- C. Given adequate water pressure, level and quality of service should not vary significantly among different water providers in the TUSA and does not appear to be an issue for most customers.

4. Withdrawal/Annexation/Merger:



- A. Notwithstanding Section I of this AGREEMENT - Roles and Responsibilities, or existing agreements between the providers, future annexations may lead to changes in service provision arrangements. Modifications to any service area boundary shall comply with METRO Code Chapter 3.09 and provisions identified under Section IV. If necessary, the Metro Boundary Appeals process shall be employed to resolve conflicts between parties as they arise. TVWD, TWD, and the CITY shall continue to work together to adjust boundaries as appropriate to improve the cost-effectiveness and efficiency of providing service.
- B. In the event that the entire service area of any DISTRICT is annexed in the future, that district shall be dissolved. No attempt shall be made to maintain the district by delaying annexation of a token portion of the district (e.g., the district office).
- C. The area of TVWD known as the Metzger service area shall remain in TVWD, except those portions agreed to by both TVWD and CITY that may be withdrawn from TVWD upon annexation to the CITY. In exchange, TVWD will support the CITY joining as a partner of the Joint Water Commission.
- D. Providers that propose a merger, major annexation or dissolution shall give all providers in the study area an opportunity to influence the decision as well as plan for the consequences. None of the parties waives its right to contest a major or minor boundary change by any of the other parties on the issue of the appropriate service provider for the area encompassed by the boundary change except when the party has expressly waived that right as to a described service area in an agreement executed subsequent to this agreement.



# MAP A

## Tigard Urban Service Area Boundary

November 2002

-  Tigard Urban Service Area Boundary
-  City of Tigard



2000 0 2000 4000 Feet



(Please print this map on 11" x 17" paper for maximum readability)

# COPY

## TIGARD URBAN SERVICE AGREEMENT

November 26, 2002

This AGREEMENT is made and entered into by and between Washington County, a municipal corporation of the State of Oregon, hereinafter "COUNTY," the City of Tigard, a municipal corporation of the State of Oregon, hereinafter "CITY," Metro, a metropolitan service district of the State of Oregon, hereinafter "METRO," and the following Special Districts of the State of Oregon, hereinafter "DISTRICT(S),"

Clean Water Services;  
Tigard Water District;  
Tri-Met;  
Tualatin Hills Park and Recreation District;  
Tualatin Valley Fire and Rescue District; and  
Tualatin Valley Water District

### RECITALS

WHEREAS, ORS 195.025(1) requires METRO, through its regional coordination responsibilities, to review urban service agreements affecting land use, including planning activities of the counties, cities, special districts, state agencies; and

WHEREAS, ORS 195.020(4)(e) requires cooperative agreements to specify the units of local government which shall be parties to an urban service agreement under ORS 195.065; and

WHEREAS, ORS 195.065(1) requires units of local government that provide an urban service within an urban growth boundary to enter into an urban service agreement that specifies the unit of government that: will deliver the services, sets forth the functional role of each service provider, determines the future service area, and assigns responsibilities for planning and coordination of services; and

WHEREAS, ORS 195.065(1) and (2) require that the COUNTY shall be responsible for:

1. Convening representatives of all cities and special districts that provide or declare an interest in providing an urban service inside an urban growth boundary within the county that has a population greater than 2,500 persons for the purpose of negotiating an urban service agreement;
2. Consulting with recognized community planning organizations within the area affected by the urban service agreement; and
3. Notifying Metro in advance of meetings to negotiate an urban service agreement to enable Metro's review; and

COPY

WHEREAS, ORS 195.075(1) requires urban service agreements to provide for the continuation of an adequate level of urban services to the entire area that each provider serves and to specify if there is a significant reduction in the territory of a special service district; and

WHEREAS, ORS 195.075(1) requires that if there is a significant reduction in territory, the agreement shall specify how the remaining portion of the district is to receive services in an affordable manner; and

WHEREAS, ORS 195.205 TO 195.235 grant authority to cities and districts (as defined by ORS 198.010) to annex lands within an urban growth boundary, subject to voter approval, if the city or district enacts an annexation plan adopted pursuant to ORS 195.020, 195.060 to 195.085, 195.145 to 195.235, 197.005, 197.319, 197.320, 197.335, and 223.304, and if the city or district has entered into urban service agreements with the county, cities and special districts which provide urban services within the affected area; and

WHEREAS, ORS 197.175 requires cities and counties to prepare, adopt, amend, and revise their comprehensive plans in compliance with statewide planning goals, and enact land use regulations to implement their comprehensive plans; and

WHEREAS, Statewide Planning Goals 2, 11, and 14 require cities and counties to plan, in cooperation with all affected agencies and special districts, for the urbanization of lands within an urban growth boundary, and ensure the timely, orderly, and efficient extension of public facilities and urban services.

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

#### **I. ROLES AND RESPONSIBILITIES**

- A. Parties to this AGREEMENT shall provide land use planning notice to each other in accordance with the provision of the "Cooperative Agreements," developed per ORS 195.020(4)(e).
- B. The parties to this AGREEMENT are designated as the appropriate provider of services to the citizens residing within their boundaries as specified in this AGREEMENT.
- C. The CITY is designated as the appropriate provider of services to citizens residing within its boundaries and to adjacent unincorporated areas subject to this AGREEMENT as shown on Map A, except for those services that are to be provided by another party as specified in this AGREEMENT.
- D. The CITY and COUNTY will be supportive of annexations to the CITY over time. The CITY shall endeavor to annex the unincorporated areas shown on Map A, in keeping with the following schedule:
  - 1. Near to mid-term (3 to 5 years): Bull Mountain area and unincorporated lands north of the Tualatin River and south of Durham Road and

2. Far-term (10 years or later): Metzger area.
- E. Pursuant to ORS 195.205, the CITY and DISTRICTS reserve the right and may, subsequent to the enactment of this AGREEMENT, develop an annexation plan or plans in reliance upon this AGREEMENT in accordance with ORS 195.205 to 220.
- F. In keeping with the *County 2000 Strategic Plan* or its successor, the COUNTY will focus its energies on those services that provide county-wide benefit and transition out of providing municipal services that may benefit specific geographic areas or districts. The COUNTY recognizes cities and special service districts as the ultimate municipal service providers as specified in this AGREEMENT. The COUNTY also recognizes cities as the ultimate local governance provider to the urban area.
- G. Within twelve months of the effective date of this AGREEMENT and prior to any consolidation or transfer of duties or any single or multiple annexations totaling twenty acres, the parties shall identify any duties performed by the parties that will or may be assumed or transferred from one party to another party by annexation, consolidation or agreement. The affected parties shall identify how the duties will be transferred or assumed, including the transfer of employees and equipment. The process to transfer duties, employees and equipment shall account for the cumulative effects of annexation, consolidation and transfer by agreement. This process shall also address large scale annexations and the large scale transfer of duties by consolidation or agreement. In the event the affected parties cannot agree upon the processes to transfer duties, employees and equipment, the provisions of Section VII of this AGREEMENT shall be used to resolve the dispute.
- H. The COUNTY shall have the responsibility for convening representatives for the purpose of amending this AGREEMENT, pursuant to ORS 195.065(2)(a).

## **II. AGREEMENT COORDINATION**

- A. Existing intergovernmental agreements that are consistent with this AGREEMENT shall remain in force. This AGREEMENT shall control provisions of existing intergovernmental agreements that are inconsistent with the terms of this AGREEMENT. This AGREEMENT does not preclude any party from amending an existing inter-governmental agreement or entering into a new inter-governmental agreement with one or more parties for a service addressed in this AGREEMENT, provided such an agreement is consistent with the provisions of this AGREEMENT.
- B. The CITY and COUNTY have entered into an intergovernmental agreement for the CITY provision of building, land development and specific road services on behalf of the COUNTY to the unincorporated lands in the Bull Mountain area.
- C. CITY and COUNTY shall endeavor to take all action necessary to cause their comprehensive plans to be amended to be consistent with this AGREEMENT within twelve months of execution of this AGREEMENT, but no later than sixteen months from the date of execution.

### **III. AREA AFFECTED BY AGREEMENT**

This AGREEMENT applies to the Tigard Urban Service Area (TUSA) as shown on Map A and properties added to the Regional Urban Growth Boundary (UGB) that are to be annexed to the CITY in the future as described below in Section VIII.

### **IV. URBAN SERVICE PROVIDERS**

A. The service provisions of this AGREEMENT, as described in Exhibits A through G, establish the providers and elements of urban services for the geographic area covered in this AGREEMENT; and

B. The following urban services are addressed in this AGREEMENT:

1. Fire Protection and Emergency Services (Exhibit A);
2. Public Transit (Exhibit B);
3. Law Enforcement (Exhibit C);
4. Parks, Recreation, and Open Space (Exhibit D);
5. Roads and Streets (Exhibit E);
6. Sanitary Sewer and Storm Water (Exhibit F); and
7. Water Service (Exhibit G).

### **V. ASSIGNABILITY**

No assignment of any party's rights or obligations under this AGREEMENT to a different, new or consolidated or merged entity shall be effective without the prior consent of the other parties affected thereby. Any party to this AGREEMENT who proposes a formation, merger, consolidation, dissolution, or other major boundary change shall notify all other parties of the availability of the reports or studies required by Oregon State Statutes to be prepared as part of the proposal.

### **VI. EFFECTIVE DATE OF AGREEMENT**

This AGREEMENT shall become effective upon full execution by all parties.

### **VII. TERM OF THE AGREEMENT**

This AGREEMENT shall continue to be in effect as long as required under state law. The COUNTY shall be responsible for convening the parties to this AGREEMENT for the review or modification of this AGREEMENT, pursuant to Section VIII.

## **VIII. PROCESS FOR REVIEW AND MODIFICATION OF THE AGREEMENT**

- A. Parties shall periodically review the provisions of this AGREEMENT in order to evaluate the effectiveness of the processes set forth herein and to propose any necessary or beneficial amendments to address considerations of ORS 195.070 and ORS 195.075.
- B. Any party may propose modifications to this agreement to address concerns or changes in circumstances.
- C. The body of this AGREEMENT (Recitals and Sections I through IX) may only be changed by written consent of all affected parties. Amendments to the exhibits of this AGREEMENT may be made upon written consent of the parties identified in each exhibit.
- D. The periodic review of this AGREEMENT and all proposed modifications to this AGREEMENT shall be coordinated by the COUNTY. All requests for the periodic review of this AGREEMENT and all proposed modifications shall be considered in a timely manner and all parties shall receive notice of any proposed amendment. Only those parties affected by an amendment shall sign the amended agreement. All amendments that include boundary changes shall comply with Chapter 3.09 of the METRO Code or its successor.
- E. Lands added to the Regional Urban Growth Boundary that are determined to be annexed to the CITY in the future by separate process, such as an Urban Reserve Plan, shall be subject to this AGREEMENT. The appropriate service providers to new urban lands for the services addressed in this AGREEMENT shall be determined through the provisions of this Section unless those determinations are made through the development of an Urban Reserve Plan and all affected parties agree to the service determinations. This AGREEMENT shall be amended to address new urban lands and reflect the service provider determinations consistent with the provisions of this Section.

## **IX. DISPUTE RESOLUTION**

If a dispute arises between or among the parties regarding breach of this AGREEMENT or interpretation of any term thereof, those parties shall first attempt to resolve the dispute by negotiation prior to any other contested case process. If negotiation fails to resolve the dispute, the parties agree to submit the matter to non-binding mediation. Only after these steps have been exhausted will the matter be submitted to arbitration.

**Step 1 – Negotiation.** The managers or other persons designated by each of the disputing parties will negotiate on behalf of the entities they represent. The issues of the dispute shall be reduced to writing and each manager shall then meet and attempt to resolve the issue. If the dispute is resolved with this step, there shall be a written determination of such resolution signed by each manager, which shall be binding upon the parties.

Step 2 – Mediation. If the dispute cannot be resolved within 30 days of initiation of Step 1, a party shall request in writing that the matter be submitted to non-binding mediation. The parties shall use good-faith efforts to agree on a mediator. If they cannot agree, the parties shall request a list of five mediators from an entity or firm providing mediation services. The parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, each party shall select one name and the two mediators shall jointly select a third mediator. The dispute shall be heard by the third mediator and any common costs of mediation shall be borne equally by the parties, who shall each bear their own costs and fees therefore. If the issue is resolved at this Step, then a written determination of such resolution shall be signed by each manager and shall be binding upon the parties.

Step 3 – Arbitration. After exhaustion of Steps 1 and 2 above, the matter shall be settled by binding arbitration in Washington County, Oregon, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, the rules of the Arbitration Service of Portland, or any other rules mutually agreed to, pursuant to ORS 190.710-790. The arbitration shall be before a single arbitrator; nothing shall prevent the parties from mutually selecting an arbitrator or panel thereof who is not part of the AAA panel and agreeing upon arbitration rules and procedures. The cost of arbitration shall be shared equally. The arbitration shall be held within 60 days of selection of the arbitrator unless otherwise agreed to by the parties. The decision shall be issued within 60 days of arbitration.

#### **X. SEVERABILITY CLAUSE**

If any portion of this AGREEMENT is declared invalid, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this AGREEMENT.

#### **XI. SIGNATURES OF PARTIES TO AGREEMENT**

In witness whereof, this AGREEMENT is executed by the authorized representatives of the COUNTY, CITY, DISTRICTS, and METRO. The parties, by their representative's signatures to this AGREEMENT, signify that each has read the AGREEMENT, understands its terms, and agrees to be bound thereby.

CITY OF TIGARD

By: James E. Griffith  
James E. Griffith, Mayor

12.10.02  
Date

Approved as to Form:

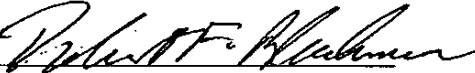
By: Justin V. Bennis  
City Attorney

TUALATIN VALLEY FIRE AND RESCUE DISTRICT

By:   
Chairman, Board of Directors

12/17/02  
Date

Approved as to Form:

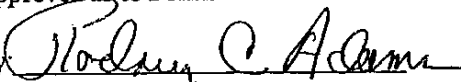
By:   
District Counsel

TUALATIN HILLS PARK AND RECREATION DISTRICT

By:   
President, Board of Directors

February 3, 2003  
Date

Approved as to Form:

By:   
District Counsel

TRI-MET

By: John Hansen  
General Manager

12/16/02  
Date

Approved as to Form:

By: [Signature]  
District Counsel

CLEAN WATER SERVICES


By: Tom Brian  
Tom Brian, Chair  
Board of Directors

12-17-02  
Date

Approved as to Form:  
By: CEL P. 71  
District Counsel

APPROVED CLEAN WATER SERVICES  
BOARD OF DIRECTORS  
MINUTE ORDER # CWS 02-119  
DATE 12-17-02  
BY Barbara Hejmanek  
CLERK OF THE AGENCY

TIGARD WATER DISTRICT

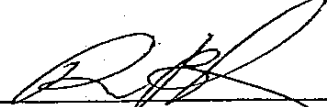
By:   
Chairman, Board of Directors  
*COMMISSIONER*

12/19/02  
Date

Approved as to Form:

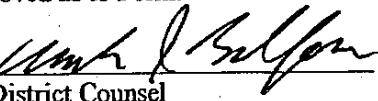
By: \_\_\_\_\_  
District Counsel

TUALATIN VALLEY WATER DISTRICT

By:   
Chairman, Board of Directors  
Richard P. Burke

12-18-02  
Date

Approved as to Form:

By:   
District Counsel  
Clark Balfour

WASHINGTON COUNTY

By: Tom Brian  
Tom Brian, Chair  
Board of Commissioners

12-17-02  
Date

Approved as to Form:

By: Chris R. Pyle  
County Counsel

APPROVED WASHINGTON COUNTY  
BOARD OF COMMISSIONERS  
MINUTE ORDER # 02-417  
DATE 12-17-02  
BY Barbara Heitmauek  
CLERK OF THE BOARD

METRO

By: Craig Henth  
Presiding Officer

12/3/2002  
Date

Approved as to Form:

By: D. Blagov  
Legal Counsel

## **EXHIBIT A**

### **PROVISIONS OF AGREEMENT FOR FIRE PROTECTION AND PUBLIC EMERGENCY SERVICES**

**TUALATIN VALLEY FIRE AND RESCUE DISTRICT, CITY and COUNTY agree:**

1. That the TUALATIN VALLEY FIRE AND RESCUE DISTRICT (TVFR) is and shall continue to be the sole provider of fire protection services to the Tigard Urban Service Area (TUSA) shown on Map A.
2. That TVFR, CITY and COUNTY are and shall continue to provide emergency management response services to the TUSA.
3. That TVFR is and shall continue to be the sole provider of all other public emergency services to the TUSA, excluding law enforcement services.

## **EXHIBIT B**

### **PROVISIONS OF AGREEMENT FOR PUBLIC TRANSIT SERVICE**

TRI-MET, CITY, COUNTY and METRO agree:

1. That TRI-MET, pursuant to ORS Chapter 267, is currently the sole provider of public mass transit to the Tigard Urban Service Area (TUSA) shown on Map A. Future options for public mass transit services to the TUSA may include public/private partnerships to provide rail or other transit service, CITY operated transit service, and transit service by one or more public agency to all or part of the area.
2. That TRI-MET shall work with the COUNTY, CITY, and METRO to provide efficient and effective public mass transit services to the TUSA.

## **EXHIBIT C**

### **PROVISIONS OF AGREEMENT FOR LAW ENFORCEMENT**

COUNTY and CITY agree:

1. That as annexations occur within the Tigard Urban Service Area shown on Map A, the CITY will assume law enforcement services and the area will be withdrawn from the Enhanced Sheriff's Patrol District. The Sheriff's Office will continue to provide law enforcement services identified through the Cogan Law Enforcement Project and those services mandated by state law. Eventually, the Enhanced Sheriff's Patrol District, consistent with its conditions of formation, will be eliminated when annexations on a county-wide basis reach a point where the function of the District is no longer economically feasible.
2. That over time as annexations occur within the urban unincorporated area, the primary focus of the Sheriff's office will be to provide programs that are county-wide in nature or serve the rural areas of the COUNTY. The Sheriff's office will continue to maintain needed service levels and programs to ensure the proper functioning of the justice system in the COUNTY. The Sheriff's Office will also continue to provide available aid to smaller cities (e.g., Banks and North Plains) for services specified in the COUNTY'S mutual aid agreement with those cities upon their request. The Sheriff's Office will also consider requests to provide law enforcement services to cities on a contractual basis consistent with the COUNTY's law enforcement contracting policy.
3. That the COUNTY and CITY and other Washington County cities, through the Cogan Law Enforcement Project, shall determine the ultimate functions of the Sheriff's Office that are not mandated by state law.
4. That the COUNTY and CITY shall utilize comparable measures of staffing that accurately depict the level of service being provided to residents of all local jurisdictions in the COUNTY.

## **EXHIBIT D**

### **PROVISIONS OF AGREEMENT FOR PARKS, RECREATION AND OPEN SPACE**

**CITY, TUALATIN HILLS PARK AND RECREATION DISTRICT (THPRD), COUNTY, and METRO agree:**

1. That the CITY shall be the designated provider of park, recreation and open spaces services to the Tigard Urban Service Area (TUSA) shown on Map A. Actual provision of these services by the CITY to lands within the TUSA is dependent upon lands being annexed to the CITY. Within the Metzger Park Local Improvement District (LID), the CITY will be a joint provider of services. The CITY and THPRD, however, may also enter into inter-governmental agreements for the provision of park, recreation and open space services to residents within each other's boundaries, such as the joint use of facilities or programs. This provision does not preclude future amendments to this AGREEMENT concerning how park, recreation and open space services may be provided within the TUSA.
2. That the CITY and the COUNTY should further examine the feasibility of creating a park and recreation district for the TUSA.
3. That standards for park, recreation, and open space services within the TUSA will be as described in the CITY'S park master plan.
4. That the CITY and COUNTY are supportive of the concept of a parks systems development charge as a method for the future acquisition and development of parks lands in the TUSA that are outside of the CITY. The CITY and COUNTY agree to study the feasibility of adopting such a systems development charge for lands outside of the CITY.
5. That at the next update of its parks master plan, the CITY shall address all the lands within the TUSA.
6. That the Metzger Park LID shall remain as a special purpose park provider for as long as a majority of property owners within the LID wish to continue to pay annual levies for the operation and maintenance of Metzger Park. The CITY and COUNTY also agree to the continuation of the Metzger Park Advisory Board. However, the COUNTY as administrator of the LID, may consider contracting operation and maintenance services to another provider if that option proves to be more efficient and cost-effective. This option would be presented and discussed with the Park Advisory Board before the COUNTY makes a decision.
7. That continuation of the Metzger Park LID shall not impede provision of parks, and eventually recreation services, to the Metzger Park neighborhood by the CITY. Continuation of the Metzger Park LID will be considered as providing an additional level of service to the neighborhood above and beyond that provided by the CITY.

8. That the CITY and COUNTY will coordinate with Metro to investigate funding sources for acquisition and management of parks which serve a regional function.
9. That Metro may own and be the provider of region-wide parks, recreation and open space facilities within the TUSA. Metro Greenspace and Parks facilities typically are to serve a broader population base than services provided to residents of the TUSA by the CITY. Where applicable, the CITY, COUNTY, and METRO will aspire to coordinate facility development, management and services.

## **EXHIBIT E**

### **PROVISIONS OF AGREEMENT FOR ROADS AND STREETS**

CITY and COUNTY agree:

#### **1. Existing Conditions and Agreements**

- A. The COUNTY shall continue to retain jurisdiction over the network of arterials and collectors within the Tigard Urban Service Area (TUSA) that are specified on the COUNTY-wide roadway system in the Washington County Transportation Plan. The CITY shall accept responsibility for public streets, local streets, neighborhood routes and collectors and other streets and roads that are not part of the COUNTY-wide road system within its boundaries upon annexation if the street or road meets the agreed upon standards described in Section 2.C.(2) below.
- B. The COUNTY and CITY agree to continue sharing equipment and services with renewed emphasis on tracking of traded services and sharing of equipment without resorting to a billing system, and improved scheduling of services. Additionally, the COUNTY and CITY shall work to improve coordination between the jurisdictions so that the sharing of equipment and services is not dependent on specific individuals within each jurisdiction. The COUNTY and CITY shall also work to establish a more uniform accounting system to track the sharing and provision of services.
- C. Upon annexation to the CITY, the annexed area shall be automatically withdrawn from the Urban Road Maintenance District (URMD).
- D. Upon annexation to the CITY, an annexed area that is part of the Washington County Service District For Street Lighting No. 1 shall be automatically withdrawn from the District. The CITY shall assume responsibility for street lighting on the effective date of annexation of public streets and COUNTY streets and roads that will be transferred to the CITY. The COUNTY shall inform PGE when there is a change in road jurisdiction or when annexation occurs and the annexed area is no longer a part of the street lighting district.

#### **2. Road Transfers**

Transfer of jurisdiction may be initiated by a request from the CITY or the COUNTY.

- A. Road transfers shall include the entire right-of-way (e.g., a boundary cannot be set down the middle of a road) and proceed in a logical manner that prevents the creation of segments of COUNTY roads within the CITY'S boundaries.

B. Within thirty days of annexation, the CITY will initiate the process to transfer jurisdiction of COUNTY and public streets and roads within the annexed area, including local streets, neighborhood routes, collectors and other roads that are not of county-wide significance. The transfer of roads should take no more than one year from the effective date of annexation.

C. The COUNTY:

- (1) To facilitate the road transfer process, the COUNTY will prepare the exhibits that document the location and condition of streets to be transferred upon receipt of a transfer request from the CITY.
- (2) Prior to final transfer, the COUNTY:
  - (a) Shall complete any maintenance or improvement projects that have been planned for the current fiscal year or transfer funds for same to the CITY.
  - (b) Shall provide the CITY with any information it may have about any neighborhood or other concerns about streets or other traffic issues within the annexed area. This may be done by providing copies of COUNTY project files or other documents or through joint meetings of CITY and COUNTY staff members.
  - (c) Shall make needed roadway improvements so that all individual roads or streets within the area to be annexed have a pavement condition index (PCI) of more than 40 and so that the average PCI of streets and roads in the annexed area is 75 or higher. As an alternative to COUNTY-made improvements, the COUNTY may pay the CITY'S costs to make the necessary improvements.
  - (d) Shall inform the CITY of existing maintenance agreements, Local Improvement Districts established for road maintenance purposes, and of plans for maintenance of transferred roads. The COUNTY shall withdraw the affected territory from any road maintenance LIDs formed by the COUNTY.

D. The CITY:

- (1) Agrees to accept all COUNTY roads and streets as defined by ORS 368.001(1) and all public roads within the annexed area that are not of county-wide significance or are not identified in the COUNTY'S Transportation Plan as part of the county-wide road system provided the average PCI of all COUNTY and public roads and streets that the CITY is to accept in the annexed area is 75 or higher as defined by the COUNTY'S pavement management system. If any individual COUNTY or public street or road that the CITY is to accept within the area has an average PCI of 40 or less at the time of annexation, the CITY shall assume jurisdiction of the road or street only after the COUNTY has complied with Section 2.C.(2) of this exhibit.
- (2) Shall, in the event the transfer of roads does not occur soon after annexation, inform the newly annexed residents of this fact and describe when and under what conditions

the transfer will occur and how maintenance will be provided until the transfer is complete.

- E. The CITY shall be responsible for the operation, maintenance and construction of roads and streets transferred to the CITY as well as public streets annexed into the CITY. CITY road standards shall be applicable to transferred and annexed streets. The CITY shall also be responsible for the issuance of access permits and other permits to work within the right-of-way of those streets.

### 3. Road Design Standards and Review Procedures and Storm Drainage

The CITY and COUNTY shall agree on:

- A. The CITY and COUNTY urban road standards and Clean Water Service standards that will be applicable to the construction of new streets and roads and for improvements to existing streets and roads that eventually are to be transferred to the CITY, and streets and roads to be transferred from the CITY to the COUNTY;
- B. The development review process and development review standards for COUNTY and public streets and roads within the TUSA, including COUNTY streets and roads and public streets that will become CITY streets, and streets and roads that are or will become part of the COUNTY-wide road system; and
- C. Maintenance responsibility for the storm drainage on COUNTY streets and roads within the TUSA in cooperation with Clean Water Services.

### 4. Review of Development Applications and Plan Amendments

- A. The COUNTY and CITY, in conjunction with other Washington County cities and the Oregon Department of Transportation (ODOT), shall agree on a process(es) and review criteria (e.g., types and levels of analysis) to analyze and condition development applications and plan amendments for impacts to COUNTY and state roads.
- B. The review process(es), review criteria, and criteria to condition development and plan amendment applications shall be consistent with the *Oregon Highway Plan*, the *Regional Transportation System Plan*, COUNTY and CITY Transportation Plans and Title 6 of METRO'S *Urban Growth Management Functional Plan*.

### 5. Maintenance Cooperation

- A. The COUNTY and CITY, in conjunction with ODOT, shall consider developing an Urban Road Maintenance Agreement within the TUSA area for the maintenance of COUNTY, CITY, and state facilities, such as separately owned sections of arterial streets and to supplement the 1984 League of Oregon Cities Policy regarding traffic lights.

- A. The COUNTY and CITY, in conjunction with other Washington County cities, shall develop a set of minimum right-of-way maintenance standards and levels of activity to be used in performance of services provided under the exchange of services agreement described above in 5. a.
- C. The COUNTY may contract with the CITY for the maintenance of COUNTY streets and roads within the TUSA utilizing an agreed upon billing system.
- D. The COUNTY, CITY and ODOT, in conjunction with other Washington County cities, will study opportunities for co-locating maintenance facilities.

6. Implementation

Within one year of the effective date of this AGREEMENT, the CITY and COUNTY agree to develop a schedule that describes when the provisions of this exhibit shall be implemented.

## **EXHIBIT F**

### **PROVISIONS OF AGREEMENT FOR SANITARY SEWER AND STORM WATER MANAGEMENT**

CLEAN WATER SERVICES, (CWS), CITY and COUNTY agree:

1. As a county service district organized under ORS 451, CWS has the legal authority for the sanitary sewage and storm water (surface water) management within the CITY and the urban unincorporated area. CWS develops standards and work programs, is the permit holder, and operates the sanitary sewage treatment plants.
2. The CITY performs a portion of the local sanitary sewer and storm water management programs as defined in the operating agreement between the CITY and CWS. This agreement shall be modified on an as-needed basis by entities to the agreement.
3. At the time of this AGREEMENT, the following are specific issues that the parties have addressed as part of this process and agree to resolve through changes to current intergovernmental agreements.
  - A. Rehabilitation of Sewer Lines with Basins Identified with High Levels of Infiltration and Inflow (I & I).
  - B. For lines that are cost-effective to do rehabilitation, CWS and the CITY will consider cost-sharing regardless of line size under a formula and using fund sources to be agreed on between CITY and CWS. The cost-share is to be determined through specific project intergovernmental agreements. Following the evaluation of program funding methods, CWS, in cooperation with the CITY, will determine the long-term funding for I & I and other rehabilitation projects.
  - C. CWS, with assistance from the CITY and other Washington County cities, shall undertake periodic rate studies of monthly service charges to determine whether they are adequate to cover costs, including costs of maintenance and rehabilitation of sewer lines. The rate study shall consider sewer line deterioration and related maintenance and repair issues.
4. Master and Watershed Planning:
  - A. Primary responsibility for master and watershed planning will remain with CWS, but the CITY will be permitted to conduct such planning as long as these plans meet CWS standards. CWS and the CITY shall use uniform standards, such as computer modeling, to conduct these studies. CWS and the CITY shall determine their respective cost-sharing responsibility for conducting these studies.

- B. CWS and the CITY, in conjunction with other Washington County cities using the City/District Committee established by CWS, shall develop uniform procedures for the coordination and participation between CWS, the CITY and other cities when doing master and watershed planning.

5. Sanitary Sewer Systems Development Charges

CWS and the CITY, in conjunction with other Washington County cities, shall use the results of the CWS Conveyance System Management Study, or updates, for options for collection and expenditure of SDC funds to address current disparities between where funds are collected and where needs are for projects based on an agreed upon CITY/CWS master plan.

6. Storm Water Management System Development Charges

- A. CWS and the CITY shall use the results of the CWS Surface Water Management Plan Update Project to address all aspects of storm water management and to provide more direction to CWS and the CITY.
- B. Watershed plans being prepared by CWS for storm water management shall address the major collection system as well as the open-channel system to identify projects for funding.

7. Maintenance

CWS, in cooperation with the CITY and other Washington County cities, shall use the results of the CWS Conveyance System Management Study for guidance to resolve issues related to roles of the DISTRICT and the cities in order to provide more cost effective maintenance of the collection systems.

## **EXHIBIT G**

### **PROVISIONS OF AGREEMENT FOR WATER SERVICE**

TUALATIN VALLEY WATER DISTRICT (TVWD), TIGARD WATER DISTRICT (TWD),  
CITY and COUNTY agree:

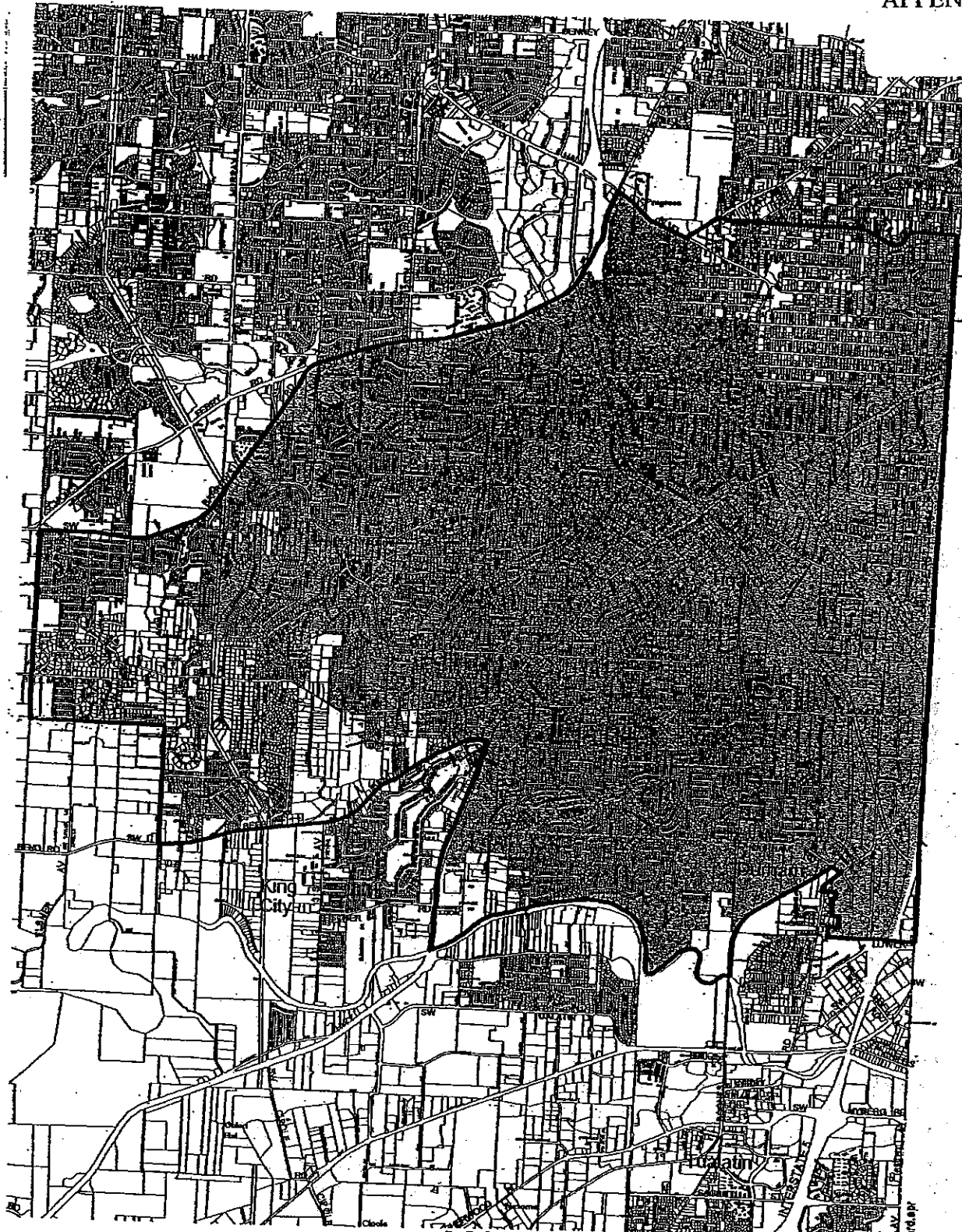
**1. Supply:**

- A. Supply generally will not impact service boundaries, given that a limited number of sources provide all the water in the study area and the number of interconnections between providers are increasing and are encouraged to continue in the future.
- B. Future supply and conservation issues may be addressed through the Regional Water Consortium to the extent reasonable and practicable for water providers in Washington County. Service providers in the TUSA shall continue to participate in the Consortium and use it as the forum for raising, discussing and addressing supply issues.
- C. The Consortium may also serve as a forum to discuss and resolve water political issues to the extent reasonable and practicable for water providers in Washington County. The Consortium is an appropriate forum to bring elected officials together and for promoting more efficient working relationships on water supply and conservation issues.
- D. Intergovernmental agreements shall address ownership of interconnections between CITY and Districts' sources, whether for the purpose of wholesale provision of water from one entity to the other or for emergency use, in the case of a boundary change that involves the site of the interconnection.

**2. Maintenance/Distribution:**

- A. TVWD, TWD and the CITY do not anticipate any events in the foreseeable future that would necessitate maintenance, rehabilitation or replacement beyond the financial reach of any of the water providers in the TUSA. Each provider will continue to be responsible for providing the financial revenue stream through rates and charges and to accrue adequate reserves to meet foreseeable major maintenance needs.
- B. TVWD, TWD, CITY, and COUNTY agree to maintain and participate in the Cooperative Public Agencies of Washington County in order to efficiently share and exchange equipment and services.
- C. To the extent reasonable and practicable, TVWD, TWD and the CITY shall coordinate mandated (under Oregon law) underground utility locating services to efficiently provide service within the urban service areas.

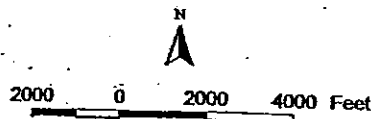
- D. TVWD, TWD and CITY agree to provide to one another copies of as-builts of existing and new facilities and other types of water system maps for the purposes of facilitating planning, engineering and design of other utilities or structures that may connect, intersect or be built in proximity to CITY facilities. The CITY agrees to incorporate such mapping into its GIS mapping system of utilities and other facilities. TVWD, TWD and CITY agree to develop and maintain a common, on-going, up to date GIS mapping system showing facilities of each water provider within the TUSA.
3. Customer Service/Water Rates:
- A. Price of supply and bonded indebtedness will most likely have the greatest impact on rates.
- B. TVWD, TWD, and the CITY believe that rates are equitable within the TUSA.
- C. Given adequate water pressure, level and quality of service should not vary significantly among different water providers in the TUSA and does not appear to be an issue for most customers.
4. Withdrawal/Annexation/Merger:
- A. Notwithstanding Section I of this AGREEMENT - Roles and Responsibilities, or existing agreements between the providers, future annexations may lead to changes in service provision arrangements. Modifications to any service area boundary shall comply with METRO Code Chapter 3.09 and provisions identified under Section IV. If necessary, the Metro Boundary Appeals process shall be employed to resolve conflicts between parties as they arise. TVWD, TWD, and the CITY shall continue to work together to adjust boundaries as appropriate to improve the cost-effectiveness and efficiency of providing service.
- B. In the event that the entire service area of any DISTRICT is annexed in the future, that district shall be dissolved. No attempt shall be made to maintain the district by delaying annexation of a token portion of the district (e.g., the district office).
- C. The area of TVWD known as the Metzger service area shall remain in TVWD, except those portions agreed to by both TVWD and CITY that may be withdrawn from TVWD upon annexation to the CITY. In exchange, TVWD will support the CITY joining as a partner of the Joint Water Commission.
- D. Providers that propose a merger, major annexation or dissolution shall give all providers in the study area an opportunity to influence the decision as well as plan for the consequences. None of the parties waives its right to contest a major or minor boundary change by any of the other parties on the issue of the appropriate service provider for the area encompassed by the boundary change except when the party has expressly waived that right as to a described service area in an agreement executed subsequent to this agreement.



# MAP A Tigard Urban Service Area Boundary

November 2002

— Tigard Urban Service Area Boundary  
■ City of Tigard



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08/17/02

Evaluation criteria (100 pts)	North	West	South	East	N&W	S&E	N&S	S&W	All
<b>Tigard Service Provision Impact (30 pts)</b>									
Adjacent to City limits	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<p>If area is annexed alone, can it be fully served without significantly decreasing current City service levels immediately upon annexation? *Water, Sanitary sewer and storm sewer are not evaluated since they already serve this area. Road maintenance is not included because major projects have to be programmed into the CIP and will not be needed immediately upon annexation. Parks maintenance is not included because there are no developed parks properties to maintain.</p> <p style="text-align: center; font-size: 2em;">Draft</p>									
▪ Police	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
▪ Street maintenance (PW)	Yes	Yes	Yes	Yes	No	No	No	No	No
▪ Street light maint. (% of gas tax revenues that cover gas tax needs)	99%	18%	69%	60%	45%	67%	80%	40%	54%
Would service provision of this area require crossing an area that is unincorporated?	No	Yes	Part.	No	Part.	No	Part.	Part.	No
<b>Relationship to UGB expansion area (20 pts)</b>									
Provides link to UGB area	Yes - 1	No	Yes - 1	No	Yes-2	Yes-1	Yes-2	Yes-2	Yes-2
<b>Financial impacts (45 pts)</b>									
Total Tax Revenues (for on-going services) vs. Total on-going costs - 2015	292,256	64,670	380,711	386,111	356,926	766,822	672,967	445,381	1,123,748
% of capital needs covered by revenues (includes all capital funds) – 2005 annexation	7.8%	10.6%	8.6%	9.9%	9.6%	9.4%	8.3%	9.7%	9.5%
Additional growth potential (difference between existing(baseline) dwelling units and projected build-out dwelling units	237	173	251	549	410	800	488	424	1210
<b>Additional factors</b>									
Publicly owned land with some park potential	Yes	No	No	Yes	Yes	Yes	Yes	No	Yes
Total points	55	25	55	58	65	73	77	65	88

**ROADS THAT AUTOMATICALLY COME UNDER THE CITY'S  
JURISDICTION WITH THE BULL MOUNTAIN ANNEXATION**

1. SW. AUTUMNVIEW ST.
2. SW. TURNAGAIN DR.
3. SW. 122<sup>ND</sup> AVE. OFF BEEF BEND RD.
4. SW. THORNWOOD DR
5. SW. ASPEN RIDGE DR.
6. SW. WINTERVIEW DR.
7. SW. TERRAVIEW SR.
8. SW. SUMMERVIEW DR.
9. SW. SUMMERVIEW CT.
10. SW SUMMERVIEW ST.
11. SW. 133<sup>RD</sup> AVE.
12. SW. EAGLES VIEW LN.
13. SW 141<sup>ST</sup> AVE (WOODHUE TO EAGLES VIEW)
14. SW WOODHUE ST.
15. SW. COLYER WAY
16. SW VIEWPOINT CT.
17. SW TEWKESBURY DR
18. SW 144<sup>TH</sup> TERRACE
19. SW 145<sup>TH</sup> TERRACE
20. SW. 144<sup>TH</sup> PL.
21. SW. 141<sup>ST</sup> AVE. (NORTH OF BULLMT.RD.)
22. SW. 144<sup>TH</sup> AVE. (NORTH OF BULL MT. RD.)
23. SW. HIGH TOR DR.
24. SW SUNRISE LN.
25. SW. 153<sup>RD</sup> AVE.
26. SW. 148<sup>TH</sup> TERRACE
27. SW SOPHIA LN.
28. SW. BURGUNDY ST.
29. SW. JULIET TERRACE
30. SW. RASK TERRACE
31. SW. DEKALB ST.
32. SW. POLLARD LN.
33. SW 161<sup>ST</sup> AVE (SOUTH OF BULL MT. RD.)
34. SW. COOPER LN.
35. SW. BRAY LN.
36. SW. KESSLER LN.
37. SW. HAZELTINE LN.
38. SW. 164<sup>TH</sup> AVE.
39. SW. WOOD PL.
40. SW. COLONY PL.
41. SW. 162<sup>ND</sup> AVE
42. SW. PALERMO LN.

43. SW. FLORENTINE AVE.
44. SW. TUSCANY ST.
45. SW. MILAN ST.
46. SW. LORENZO LN.
47. SW VENEZIA TERRACE
48. SW 163<sup>RD</sup> PL.
49. SW. STAAHL DR.
50. SW CATTAIL CT.
51. SW. LEEDING LN.
52. SW. SNAPDRAGON LN.
53. SW ROSHAK RD.
54. SW. DEWBERRY LN.
55. SW CROMWELL CT.
56. SW. KERRINS CT.
57. SW. GEARIN CT.
58. SW. HOOPS CT.
59. SW. DAHLIA CT.
60. SW. 153<sup>RD</sup> TERRACE
61. SW. MENLOR LN.
62. SW. MAYVIEW WAY
63. SW. 152<sup>ND</sup> TERRACE
64. SW. KAMERON WAY
65. SW. BRIANNE WAY
66. SW.CATALINA DR.
67. SW 148<sup>TH</sup> AVE.
68. SW. RHUS CT.
69. SW 145<sup>TH</sup> TERRACE
70. SW PEACHTREE DR.
71. SW FIRTREE DR.
72. SW ROUNDTREE DR.
73. SW FERN ST.

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**ROADS THAT WILL NEED TO BE TRANSFERRED FROM WASHINGTON  
COUNTY TO THE CITY OF TIGARD**

1. SW 119 <sup>TH</sup> AVE	CR 2131
2. SW BULL MOUNTAIN RD.	CR 147 ½
3. SW ASHLEY DR.	CR 2786 & CR 2858
4. SW CHARLSTON LN.	CR 2876
5. SW SCARLET DR.	CR 2786 & CR 2711
6. SW PEACHTREE DR.	CR 2786, CR 2858, & CR 2711
7. SW CAROLINA CT.	CR 2786
8. SW RHETT CT.	CR 2786
9. SW 136 <sup>TH</sup> PLACE	CR 2786
10. SW 137 <sup>TH</sup> PLACE	CR 2786
11. SW 139 <sup>TH</sup> AVE.	CR 2831
12. SW 141 <sup>ST</sup> AVE.	CR 2011 , CR 2689 & CR 2209
13. SW 144 <sup>TH</sup> AVE.	CR 2207
14. SW TEWKESBURY DR.	CR 2820
15. SW WINDHAM TERRACE	CR 2820
16. SW HAMPSHIRE TERRACE	CR 2820
17. SW BARRINGTON TERRACE	CR 2820
18. SW GLASTONBURY LN.	CR2820
19. SW AYSLEY WAY	CR 2820
20. SW WESTMINSTER DR.	CR 2820 & CR 2766
21. SW CHESTERFIELD LN.	CR 2766 & CR 2720
22. SW BARRINGTON PLACE	CR 2766
23. SW CHARDONNAY AVE	CR 2700
24. SW MOET CT.	CR 2700
25. SW PINOT CT.	CR 2700
26. SW 144 <sup>TH</sup> AVE.	CR 2700
27. SW CABERNET CT.	CR 2700
28. SW 148 <sup>TH</sup> PLACE	CR 2947
29. SW CRESTRIDGE CT.	CR 2927
30. SW 150 <sup>TH</sup> AVE	CR 378
31. SW GRANDVIEW LN	CR 2867
32. SW 147 <sup>TH</sup> TERRACE	CR 2867
33. SW PEAK CT.	CR 2867
34. SW 152 <sup>ND</sup> PLACE	CR 2475
35. SW BURGUNDY ST.	CR 2826
36. SW 154 <sup>TH</sup> TERRACE	CR 2826
37. SW CABERNET DR.	CR 2826
38. SW WOODHUE ST	CR 2871 & CR 2803
39. SW SHOUE DR.	CR 2871 & CR 2720
40. SW 147 <sup>TH</sup> AVE.	CR 2871 & CR 2720
41. SW HAWK RIDGE RD.	CR 2295
42. SW CHARDONAY AVE.	CR 2926

43. SW 149 <sup>TH</sup> PLACE	CR 2803
44. SW 146 <sup>TH</sup> AVE.	CR 2720
45. SW ROSARIE LN.	CR 2716
46. SW ROSHAK RD.	CR 147 ½
47.	CR 821
48. SW COLONY DR.	CR 2101 & CR 2252
49. SW COLONY PLACE	CR 2101 & CR 2252
50. SW 161 <sup>ST</sup> AVE	CR 2101 & CR 2252
51. SW COLONY CT.	CR 2101
52. SW 157 <sup>TH</sup> PLACE	CR 2538
53. SW BAKER LN.	CR 2538
54. SW 158 <sup>TH</sup> TERRACE	CR 2538
55. SW BULL MOUNTAIN RD.	CR 262
56. SW PALERMO LN.	CR 3070
57. SW MILAN LN.	CR 3070
58. SW 159 <sup>TH</sup> TERRACE	CR 3070 & CR 2961
59. SW TUSCANY ST.	CR 3070
60. SW 162 <sup>ND</sup> TERRACE	CR 3070
61. SW PALMERO LN.	CR 3070
62. SW UPLANDS DR.	CR 3070 & CR 2961
63. SW ROSHAK RD.	CR 3070 & CR 2891
64. SW SNAPDRAGON LN.	CR 2961
65. SW BRISTLECONE WAY	CR 2961
66. SW SUNDEW DR.	CR 2961
67. SW 161 <sup>ST</sup> PLACE	CR 2917
68. SW TEAROSE WAY	CR 2917
69. SW DEWBERRY LN.	CR 2917
70. SW BULLRUSH LN	CR 2917 & CR 2873
71. SW 160 <sup>TH</sup> AVE	CR 2917
72. SW ROCKROSE LN	CR 2917 & CR 2900
73. SW WINTERGREEN ST.	CR 2917, CR 2873 & CR 2948
74. SW YARROW WAY	CR 2900
75. SW 154 <sup>TH</sup> AVE.	CR 2948
76. SW FIRTREE DR.	CR 2948
77. SW ROUNDTREE DR.	CR 2948
78. SW O'NEIL COURT	CR 2891
79. SW FERN ST.	CR 3071
80. SW CREEKSHIRE DR.	CR 3071
81. SW JENSHIRE LN.	CR 3071
82. SW HORIZON BLVD.	CR 3071
83. SW 147 <sup>TH</sup> PLACE	CR 3071
84. SW COLYER WAY	CR 3074
85. SW TARLETON CT.	CR 2711
86. SW ASHLEY CT.	CR 2711
87. SW SCARLET PLACE	CR 2711
88. SW GLASTONBURY LN.	CR 2820

89. SW 157TH AVE	CR 2873 & CR 2900
90. SW LUKE LN.	CR 2891
91. SW BECKY LAUNG CT.	CR 2891

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**Change in Service Levels Between County and City  
For Services Where Provider and Service Changes  
Upon Annexation**

<i>I. Service</i>	<i>II. Provider Today</i>	<i>III. Under Annexation</i>	<i>IV. Change in Service upon annexation?</i>
Police	Washington County provides 1.0 officers/1000 people (.5 standard; .5 from Enhanced Patrol). Response Times: Average response times to Priority 1 calls (4 minutes, 30 seconds) and Priority 2 calls (6 minutes, 7 seconds). (2002 data from Washington County Consolidated Communications Agency Calls for Service Database)	The City of Tigard would provide 1.5 officers/1000 people.  Response Times: Average response times to Priority 1 calls (1 minute, 36 seconds) and Priority 2 calls (3 minutes, 59 seconds). (2002 data from Washington County Consolidated Communications Agency Calls for Service Database)	Yes There would be an increase of approximately .5 officers/1000 people
Parks	Washington County does not provide parks services.	The Tigard Park Master Plan calls for 2 neighborhood parks and 1 community park in the Bull Mountain area. The plan also calls for a small playground to be built adjacent to the Cache Nature Park.	Yes The City provides park services.
General Road Maintenance	Washington County through the Urban Road Maintenance District. General street maintenance by the County is primarily on a complaint-driven basis. Typical maintenance activities include: <ul style="list-style-type: none"> <li>• pothole patching</li> <li>• grading graveled roads</li> <li>• cleaning drainage facilities</li> <li>• street sweeping</li> <li>• mowing roadside grass and brush (only the shoulder strip)</li> <li>• maintaining traffic signals</li> <li>• replacing damaged signs</li> </ul>	The City's road maintenance performs maintenance on regular schedules as well as on a complaint-driven basis. Typical maintenance activities include: <ul style="list-style-type: none"> <li>• pothole patching</li> <li>• grading graveled roads</li> <li>• cleaning drainage facilities</li> <li>• street sweeping</li> <li>• mowing roadside grass and brush (shoulder strip + ditch line)</li> <li>• maintaining traffic signals</li> <li>• replacing damaged signs</li> <li>• installing and replacing street markings</li> <li>• crack sealing</li> <li>• vegetation removal for vision clearance</li> <li>• street light tree trimming for light clearance</li> <li>• dust abatement on graveled roads</li> </ul>	Yes The City provides additional road maintenance services.
Long Range Planning	Washington County. This includes comprehensive planning, such as master plans. The 1983 Bull Mountain Community Plan is the operative plan Washington County has in place for the Plan Area.  <b>Miles      Population      Planners</b> 727 sq.m.   463,050                      8.5 (2002 estimate)	City of Tigard. Annexation will allow the City to plan for growth on Bull Mountain with an updated comprehensive plan for the entire community.  <b>Miles      Population      Planners</b> 11.5 sq.m.   44,070                      4 (2002) <b>With annexation:</b> 13.5 sq.m.   51,692                      4	Yes. Annexation will allow the City to plan for growth on Bull Mountain with an updated comprehensive plan for the entire community.